

STATE OF ALABAMA)

JEFFERSON COUNTY) November 5, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., James A. Stephens, President, presiding and the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of October 22, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on November 3, 2015, and approved the following items to be placed on the November 5, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1, 2 and 4.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 22, Addendum Items 2 & 3 and Addendum Item listed as 1 under Commissioner Brown.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 3 and Item 5 and Addendum Item 2 under Roads & Transportation.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 9.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 29 and Addendum Item 3 under Finance and Addendum Item 4.

Commissioner Knight was not in Commission Chambers for the Public Hearings.

A Public Hearing was held to receive comments on the request from Tarrant City FD, LLC for vacation of Inglenook sanitary sewer easement Lot 1 C. There being no comments, the Commission took the following action.

Nov-5-2015-1027

WHEREAS, Tarrant City FD, L.L.C., is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Sanitary Sewer Easement to be Vacated:

A 20 foot wide Sanitary Sewer Easement to be vacated being more particularly described as follows:

Commence at a 1" crimped iron being the westernmost corner of Lot 1C of Family Dollar Second Resurvey of Bendale as recorded in Map Book 240, Page 97 in the office of the Judge of Probate, Jefferson County, Alabama, said point also being the southernmost corner of Lot 12, Block 11 of the Terminal Survey of East Boyles Realty Co. as recorded in Map Book 6, Page 1 in the office of the Judge of Probate, Jefferson County, Alabama; thence in a northeasterly direction along the common lot line of said lots run 104.71 feet to a ½" rebar capped EDG located at the intersection of said lots with the right of way of an unnamed alley; then turn a deflection to the right of 90°05'19" and run in a southeasterly direction along Lot 1C and said right of way, leaving Lot 12, for a distance of 20.00 feet to a ½" rebar capped EDG; thence turn a deflection to the left of 90°00'00", continuing along Lot 1C and right of way and run in a northeasterly direction for a distance of 30.00 feet to the point of beginning of a Sanitary Sewer Easement Vacation, said easement being 20.00 feet wide and lying 10.00' parallel to both sides of the following described line; thence turn a deflection angle to the right of 90°05'19", leaving said right of way and Lot 1C, and run in a southeasterly direction for a distance of 197.13 feet to the end of this Sanitary Sewer Easement vacation.

All of said Sanitary Sewer Easement lies in the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 17 South, Range 2 West, Jefferson County, Alabama and contains 3,942 Sq. Ft. or 0.022 Acres.

Excepted from this vacation:

Any part of the above described easements to be vacated lying within 10 feet of any active or currently maintained Jefferson County Sanitary Sewer.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Tarrant City FD, L.L.C. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

A Public Hearing was held to receive comments on the liquor application submitted by Garcias Grill, Inc., applicant; Francisco Garcia, President/Restaurant Manager for an on or off-premise (040) Retail Beer and an (060) Retail Table Wine license. There being no comments, the Commission took the following action.

Nov-5-2015-1028

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Garcias Grill, Inc., applicant; Francisco Garcia, President/Restaurant Manager; located at 4350 Pinson Valley Parkway, Birmingham, AL 35215, for an on or off-premise (040) Retail Beer and an (060) Retail Table Wine license, be and hereby is approved.

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

Nov-5-2015-1029

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-2015-022 Jefferson County Commission, owners; Dan Biles, agent requests a change of zoning on Parcel ID# 13-29-4-000-001.000 in Section 29 Twp 16 South Range 2 West from A-1 (Agriculture) to I-1 (Light Industry) for compliance for the Jefferson County Laundry and Central Plant Facility, Camp Ketona, and the McKinnon Warehouse. (Case Only: 120 County Shop Road, 131 County Shop Road, and 201 North Pine Hill Road, Birmingham, AL 35217)(KETONA)(122.82 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Carrington that Z-2015-022 be approved. Voting "Aye" Brown, Carrington, Bowman and Stephens.

Z-2015-023 Patricia A. Snow, owner requests a change of zoning on part of Parcel ID# 20-19-0-000-104.000 in Section 19 Twp 17 South Range 5 West from C-1 (Commercial) to A-1 (Agriculture) to consolidate zoning on residential property. (Case Only: 7960 Alliance Short Creek Road, Mulga, AL 35118)(ALLIANCE)(0.43 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2015-023 be approved. Voting "Aye" Brown, Bowman, Carrington and Stephens

Z-2015-024 Jefferson County Economic and Industrial Development Authority, BBJ, LLC, and Robert L. and Eddie Faye Kimble, owners; Darren Hamrick, agent request a change of zoning on Parcel ID#s 43-11-2-000-001.003, 43-11-2-000-014.000, and 43-11-2-000-015.000 in Section 11 Twp 20 South Range 5 West from I-4 (Industrial Park), C-1 (Commercial) and A-1 (Agriculture) to C-1 (Commercial) for a retail commercial subdivision. (Case Only: 6700 Old Tuscaloosa Highway, McCalla, AL 35111)(MCCALLA)(11 Acres M/L)

RESTRICTIVE COVENANTS: 1. A traffic study for access to be submitted to and approved by the Department of Roads and Transportation; 2. The Lot Layout shall be approved by the Planning and Zoning Commission; and, 3. All site plans, landscaping, building materials and finishes, architecture, lighting, signage, shall be reviewed and approved by the Planning and Zoning Commission prior to initial construction on each lot.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2015-024 be approved subject to filing of covenants. Voting "Aye" Bowman, Brown and Stephens. Commissioner Carrington abstained.

Commissioner Carrington abstained expressing concern over covenants slowing down business development for this property.

Nov-5-2015-1030

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Janet Clayton to serve on the Forestdale Fire District Board of Trustees for a term beginning October 1, 2015 and ending September 30, 2020, be and hereby is approved.

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

Nov-5-2015-1031

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners for FY2015-2016 in the amount of \$913,018.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable

under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, the UAHSF has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with the UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
 - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
 - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAHSF shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.
 - b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
 - d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
3. UAHSF shall provide professional liability insurance and general liability, including automobile insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.
4. UAHSF shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-454.
5. Jefferson County shall:
 - a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by the UAHSF who are deemed qualified hereunder by Jefferson County.
 - b. Pay UAHSF monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2015	\$ 73,527.00	April, 2016	\$ 73,527.00
November, 2015	\$ 73,527.00	May, 2016	\$ 73,527.00
December, 2015	\$ 73,527.00	June, 2016	\$ 73,527.00
January, 2016	\$ 73,527.00	July, 2016	\$ 73,527.00
February, 2016	\$ 73,527.00	August, 2016	\$ 73,527.00
March, 2016	\$ 73,527.00	September, 2016	\$ 73,527.00
 - c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the

final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Mercy Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay the UAHSF a one-time payment of \$30,694.00 for medical liability insurance for the fiscal period October 1, 2015 through September 30, 2016.

6. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee 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 UAHSF 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 UAHSF. The UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. The UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article 1, Section 14.

7. This agreement shall commence on October 1, 2015 and shall end on September 30, 2016. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

8. 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 caused this agreement to be properly executed in their names and behalves this ___ day of _____, 2015.

JEFFERSON COUNTY, ALABAMA

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

CONCUR:

Gene P. Siegal, M.D., Ph.D., Professor & Interim Chairman

Department of Pathology

University of Alabama at Birmingham

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

_____, Executive Vice President

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

Nov-5-2015-1032

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide toxicology services for FY2015-2016 in the amount of \$226,776.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section

2 of the Enabling Act of the State of Alabama, determined that the positions - of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, UAHSF has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
 - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
 - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
 - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.
3. UAHSF shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.
4. Jefferson County shall:
 - a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAHSF who is deemed qualified hereunder by Jefferson County.
 - b. Pay UAHSF monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2015	\$18,898.00	April, 2016	\$18,898.00
November, 2015	\$18,898.00	May, 2016	\$18,898.00
December, 2015	\$18,898.00	June, 2016	\$18,898.00
January, 2016	\$18,898.00	July, 2016	\$18,898.00
February, 2016	\$18,898.00	August, 2016	\$18,898.00
March, 2016	\$18,898.00	September, 2016	\$18,898.00

5. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAHSF 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 UAHSF. UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State

Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article 1, Section 14.

6. This agreement shall commence on October 1, 2015 and shall end on September 30, 2016. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

7. 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 there from.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this __ day of , 2015.

JEFFERSON COUNTY, ALABAMA

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

CONCUR:

Gene P. Siegal, M.D., Ph.D., Professor & Interim Chairman

Department of Pathology

University of Alabama at Birmingham

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

_____, Executive Vice President

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

Nov-5-2015-1033

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 Effective Family, Inc. to use the public funds to pay for meals for their student weekend meal program 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 Effective Family, Inc. ("TEFI") applied for a grant of funds for \$1,000.00; and

WHEREAS, TEFI is a 501(c)(3) organization which seeks funding for their program that will provide 4 meals per weekend, for 38 school weeks, for upwards of 450 students that attend or live within the school districts of Arrington Middle, Green Acres, and Jones Valley Middle schools; and

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

WHEREAS, Commission Sandra Little Brown has recommended funding of \$1,000.00 to TEFI, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to TEFI a lump sum payment of \$1,000.00 upon execution of this agreement.
3. TEFI shall use the public funds to pay for meals for their student weekend meal program.

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

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

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

6. TEFI 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. TEFI 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 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 TEFI, 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 or anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

THE EFFECTIVE FAMILY, INC.

LONNIE MALINE - FOUNDER/DIRECTOR

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

Nov-5-2015-1034

WHEREAS, Dental Staff School, Inc. desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Dental Staff School, Inc. for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Nov-5-2015-1035

WHEREAS, Dental Staff School, Inc. desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Dental Staff School, Inc. for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Nov-5-2015-1036

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to extend the agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP). The new completion date shall be February 16, 2016. There are no additional expenses associated with this modification. All other terms of the contract shall remain the same. This project is from the 2013 CDBG program year.

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

Nov-5-2015-1037

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Richardson Construction Company, Inc. The purpose of this Modification is to change the scope of work and extend the contract 90 days for the Gardendale New Castle Park Improvements (CDBG13-03F-U4-NCP). The additional work shall include the contractor handling and disposing excavated dirt, install booster pump, septic tank and associated lines. The cost associated with this modification shall be \$7,542.73. The new total cost associated shall be \$121,342.73. The new completion date shall be December 21, 2015. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2013 program year.

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

Nov-5-2015-1038

WHEREAS, the Jefferson County Commission approved a resolution on April 23, 2015 in Minute Book 168, Page 63 authorizing an Agreement between Jefferson County, Alabama and Forestry Environmental Services, Inc. for the Concord Drainage Improvements Project (CDBG-DR-13-03I-U03-CDI); and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to increase the contract amount an additional Forty Three Thousand Seven Hundred Fifty Two and Seven/100 Dollars (\$43,752.07). The increase in cost is for changes in the scope of work to satisfy requirements for the US Steel Right of Way Entry permit. The changes are related to the Concord Highland Drive construction work. This project is funded with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

Nov-5-2015-1039

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign Amendment #1 to the Jefferson County, Alabama HOME Investment Partnership Agreement with The Flats at Colebridge, Ltd. The 56 unit Flats at Colebridge Special Needs Rental Housing for the Elderly development in Tarrant is funded under the Federal HOME Program. The amendment transfers the construction loan to permanent financing in the amount of \$990,000.00 due to unforeseen environmental costs and fees. No additional funding is required.

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

Nov-5-2015-1040

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

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

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Trafford Road Improvements (CD14-03K-M-TRI).

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

Nov-5-2015-1041

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Trafford Road Improvements (CD14-03K-M-TRI) from the Community Development Block Grant Fund Program.

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

Nov-5-2015-1042

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

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

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Fairfield Sidewalk Improvements II (CD14-03L-M-FS2).

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

Nov-5-2015-1043

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Fairfield Sidewalk Improvements II (CD14-03L-M-FS2) from the Community Development Block Grant Fund Program.

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

Nov-5-2015-1044

WHEREAS, on December 1, 2006, Richard & Bobbi McElroy executed a mortgage with Jefferson County, Alabama for \$35,450.00; and

WHEREAS, Richard & Bobbi McElroy paid off the loan through a short sale; and

WHEREAS, said loan has an outstanding loan balance of \$19,093.98.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the loan receivable balance of Richard & Bobbi McElroy as uncollectible.

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

Nov-5-2015-1045

WHEREAS, on November 30, 2000, Matilda Walker executed a mortgage with Jefferson County, Alabama for \$43,000.00; and

WHEREAS, Matilda Walker defaulted on said loan with an outstanding loan balance of \$30,125.36; and

WHEREAS, Jefferson County foreclosed on the property and deeded it to Greater Birmingham Habitat for Humanity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the loan receivable balance of Matilda Walker as uncollectible.

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

Nov-5-2015-1046

WHEREAS, on November 1, 2008, Richard & Jennifer Lockhart executed a mortgage with Jefferson County, Alabama for \$60,000.00; and

WHEREAS, Richard & Jennifer Lockhart has abandoned the property and defaulted on said loan with an outstanding balance of \$57,050.00; and

WHEREAS, Jefferson County foreclosed on the property and deeded it to Greater Birmingham Habitat for Humanity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the loan receivable balance of Richard & Jennifer Lockhart as uncollectible.

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

Nov-5-2015-1047

WHEREAS, on November 1, 2008, Richard & Jennifer Lockhart executed a mortgage with Jefferson County, Alabama for \$57,550.00 for a deferred loan; and

WHEREAS, Richard & Jennifer Lockhart abandoned the property and defaulted on the first mortgage.

WHEREAS, Jefferson County foreclosed on the property and deeded it to Greater Birmingham Habitat for Humanity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the loan receivable balance of Richard & Jennifer Lockhart as uncollectible.

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

Nov-5-2015-1048

WHEREAS, on June 28, 2006, Yolanda Cole executed a mortgage with Jefferson County, Alabama for \$72,000.00; and

WHEREAS, Yolanda Cole defaulted on said loan with an outstanding loan balance of \$63,815.00; and

WHEREAS, Jefferson County foreclosed on the property and has ownership.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the loan receivable balance of Yolanda Cole as uncollectible.

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

Nov-5-2015-1049

WHEREAS, a Promissory Note and related Financing Documents were executed by Clarice Kennedy (Maker) for the purchase of a property at 1428 12th Street, Birmingham, Alabama 35228; and

WHEREAS, the terms of the Promissory Note state that Jefferson County shall forgive and reduce the principal balance of the Note by \$5,000.00 providing the Maker has abided by the terms of the Promissory Note and related Financing Documents after a period of 15 years from the date of the Promissory Note; and

WHEREAS, the Maker has abided by all terms of the Promissory Note and related Financing Documents;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that an Amendment to the Promissory Note executed by Clarice Kennedy in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute said Amendment to Promissory Note on behalf of the County.

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

Nov-5-2015-1050

WHEREAS, on January 11, 1996, Pathways executed two mortgages with Jefferson County, Alabama for \$14,500.00 each for a total of \$29,000.00 for two deferred loans; and

WHEREAS, the terms of both notes have been satisfied.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is authorized to write off the Pathways loan receivable balances in the total amount of \$29,000.00.

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

Nov-5-2015-1051

WHEREAS, a mortgage was executed by Aundra Jackson and wife, Shelia K. Jackson for the purchase of a property at 5301 Beacon Drive, Irondale, Alabama 35210 and recorded on July 15, 1994 in Real 9408, Page 9384 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

Nov-5-2015-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and the following agencies to provide funding for operation of Jefferson County senior centers for Fiscal Year 2015-2016 in the amount of \$10,000 each.

City of Adamsville	City of Homewood Parks & Recreation
City of Bessemer Housing Authority	Hoover Parks & Recreation
City of Brighton	Hopewell Baptist Church
City of Center Point	JCCEO - Hoopersville
City of Clay	JCCEO - Midfield
City of Fairfield	Jefferson County Housing Authority
City of Fultondale	Lowetown Community Development Corp
City of Gardendale	New Hope Baptist Church
City of Graysville	Positive Maturity
City of Hueytown	St. John Baptist Church
City of Leeds	Titusville Development Corp
City of Tarrant Parks & Recreation	Trussville Parks & Recreation
City of Vestavia	Town of Kimberly
City of Warrior	Town of Morris
First United Presbyterian Church	Town of Sylvan Springs
Grace Point United Methodist Church	Western Area Family YMCA

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

Nov-5-2015-1053

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Host Agency Agreements between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizens Services and the following to provide Senior Community Service Employment Program Participants a site to train and gain job readiness skills for the period of July 1, 2015 - June 30, 2016 as required by the Alabama Department of Senior Services (ADSS) and Senior Service America, Inc. (SSAI).

American Red Cross
Alabama Career Center - Birmingham
Bessemer Public Library
Birmingham Police Department
Birmingham Public Library - Five Points
Children's Aid Society
City of Birmingham Municipal Court
Easter Seals of the Birmingham Area
Greater Birmingham Habitat for Humanity
Greater Birmingham Ministries
JCCEO - Meals on Wheels
Jefferson County Council on Aging
JC DHR Child Support Division

JC DHR Food Assistance Program
JC DHR Training & Community Program
JC Housing Authority Spring Garden Apts.
JC Housing Authority Spring Garden Senior Center
Kid One Transport
McCoy Adult Day Care
New Pilgrim Towers
Office of Senior Citizen Services
Positive Maturity
Project Success Ministries, Inc.
Tarrant Public Library
Travelers Aid Society of Birmingham
United Community Centers, Inc.
W. Clyde Williams Terrace Apartments.

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

Nov-5-2015-1054

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, Revision #4 transfers \$200,000 from C-1 Nutrition program to C-2 program, not changing the amended award; the total Title III NGA for the period 10/1/2014 - 9/30/2015 is \$2,188,952.00.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Revision #4 to the Title III of the Older Americans Act of 1965 NGA and General Conditions.

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

Nov-5-2015-1055

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, Revision #5 reduces Title III program funding by \$41,728 over all programs, amending the award; the total Title III NGA for the period 10/1/2014 - 9/30/2015 is \$2,147,224.00.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Revision #5 to the Title III of the Older Americans Act of 1965 NGA and General Conditions.

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

Nov-5-2015-1056

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the amended SHIP Grant Agreement between Jefferson County, Alabama and the Alabama Department of Senior Services through the Office of Senior Citizens Services (OSCS). Funding is increase by \$36,006 for this agreement and shall not exceed \$64,810. The funding period for this amended agreement is April 1, 2015 through June 30, 2015 and shall terminate not later than December 31, 2015, all other provisions of said amended grant agreement shall remain in full force and effect.

GRANT AGREEMENT AMENDMENT

This is an AMENDMENT to the existing GRANT AGREEMENT between the Alabama Department of Senior Services and the Office of Senior Citizens Services (OSCS) for modification of the TERM OF AGREEMENT and PAYMENT clauses of the SHIP Grant Agreement

beginning April 1, 2015 and ending June 30, 2015. The clauses shall read as follows:

TERM OF AGREEMENT: The grant period begins April 1, 2015 and shall terminate not later than December 31, 2015 or any time prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 75 directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances outlined in the attachments.

PAYMENT: Funds for this Grant Agreement period shall not exceed an overall amount of \$64,810. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

All other provisions of said GRANT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the dates appearing next to their names and signatures.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Emily Marsal

(For Legal Compliance/Form)

GRANTEE

James A. Stephens, Commissioner

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

Nov-5-2015-1057

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, through the Office of Senior Citizen Services and East Alabama Regional Planning & Development Commission (EARPDC) for operation and expansion of Peer Place software for case management, information and assistance programs, client servicing tracking and reporting and staff training for the period October 1, 2014 - September 30, 2015 in the amount of \$5,000

MEMORANDUM OF AGREEMENT

BETWEEN

JEFFERSON COUNTY OFFICE OF SENIOR CITIZENS SERVICES

AND

EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

THIS MEMORANDUM OF AGREEMENT made and entered into by and between the Jefferson County Office of Senior Citizens Services (hereinafter known as "the Agency") and East Alabama Regional Planning and Development Commission (hereinafter known as EARPDC), for provision of professional services effective in Fiscal Year 2015.

WHEREAS, the Agency has identified needs for funding to support the development of PeerPlace Software products and customizations; and

WHEREAS, the Agency and EARPDC have statutory authority to enter into an agreement with any person, organization or group.

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

I. Services to be Provided:

The Agency intends to use these funds for the following purposes:

1. Assist the Area Agency on Aging with the operation and expansion of the Peer Place software, including programming costs, with priority given to the Case Management and Information and Assistance programs used in ADRC billing for Medicaid Reimbursement.

2. Assist the Area Agency on Aging for development and implementation of Peer Place client service tracking and reporting enhancements that allow for the collection of data that assists in the ability to gauge improvements in service delivery to seniors and increases the efficiency and effectiveness of the agency in their mission.

3. Facilitate staff training for use of additional Peer Place programs.

II. Period of Agreement:

A. The term of this agreement will begin October 1, 2014 and end September 30, 2015.

III. Financial Arrangements:

A. This Agreement shall be for a fixed fee in the amount of 5000.00

B. EARPDC shall require the Agency to provide documentation that all finding related to this agreement is expended on the purchase of the PeerPlace Product and related customizations. The agency will be required to submit a semi-annual report including the number of users and PeerPlace programs in operation during the grant period.

C. The Agency will submit an invoice upon initiation of the Agreement.

IV. Terms and Conditions:

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

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

AGREED:

Jefferson County Office of Senior Citizens Services

Honorable James A. Stephens, Commission President

East Alabama Regional Planning and Development Commission

James W. Curtis - Executive Director, EARPDC

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

Nov-5-2015-1058

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of General Services, the President of the Commission is hereby authorized to execute the attached Road Right-of-Way Deed for Black Creek Road #228 which is an existing County-maintained road. The purpose of this conveyance is to provide a public Right-of-way at the central laundry property in anticipation of the sale of said property.

RIGHT-OF-WAY DEED (ROAD)

ENGINEERING 469

This instrument prepared by:

Alan K. Dodd, Sr. Land Acquisition Agent

Jefferson County Courthouse, Ste. A-200

716 N. Richard Arrington, Jr. Blvd

Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollars (\$1.00) cash to Jefferson County, a political subdivision of the State of Alabama, in hand paid by Jefferson County, a political subdivision of the State of Alabama, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the NW corner of the NW ¼ of the SE ¼ of Section 29, Township 16 South, Range 2 West, a 2" capped pipe; thence run Easterly along the Northerly line of said ¼ - ¼ section a distance of 878.12 feet; thence turn right 90°00'00" and run Southerly a distance of 1530.90 feet; thence turn right 32°46'54" and run Southwesterly a distance of 718.40 feet to the centerline of Black Creek Road and to the Point of beginning of a 30 foot wide right-of-way lying Northeasterly of, parallel to and abutting the following described line: thence turn left 93°05'15" and run Southeasterly along said centerline a distance of 425.40 feet to the end of said right-of-way.

All of said property lies in SW ¼ of the SE ¼ of Section 29, Township 16 South, Range 2 West and contains 0.29 acres, more or less.

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

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages

present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President
Jefferson County Commission

ATTEST:

Minute Clerk

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 435' of buried cable on Brill Drive in Bessemer.
2. AT&T Corporation to install 840'of buried cable on Cleage Drive in Pawnee.
3. AT&T Corporation to install 16,400' of buried cable at 7309 Johns Road in Bessemer.

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

Nov-5-2015-1059

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for the Interim Director of Roads and Transportation be increased by 5% effective November 16, 2015.

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

Nov-5-2015-1060

WHEREAS, Jefferson County has acquired certain rights-of-way and easements along Patton Chapel Road for the purposes of the Patton Chapel Road Phase III Project; and

WHEREAS, Section 9-15-100 of the Code of Alabama (1975), subsection (c) requires that a report of such acquisition shall be attached to the minutes of the next scheduled meeting of the body following the purchase.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the right-of-way acquisition report of property purchased pursuant to Patton Chapel Road Phase III be made a part of the minutes of its November 5, 2015, Commission Meeting and be made an exhibit to this resolution.

Property Purchase Disclosure Patton Chapel Road, Phase III
STPBH 7020(601)

Property Purchase Disclosure Act 2014-133

Rights-of-way and easements were acquired along Patton Chapel Road from Crayrich Drive to Chapel Lane. Funding was an 80/20 split, 80% federal money and 20% Jefferson County funds.

There were 67 tracts of property acquired, which are identified herein. Pursuant to 49 C.F.R. § 24.9(b),

all other records pertaining to this project are confidential because this project received federal funding.

<u>Tract #</u>	<u>Property Address</u>
Tract 1	1580 Patton Chapel Rd, Hoover
Tract 2	1591 Patton Chapel Rd, Hoover
Tract 5	3492 Ivy Chase Cir, Hoover
Tract 6	3488 Ivy Chase Cir, Hoover
Tract 7	3484 Ivy Chase Cir, Hoover
Tract 8	3401 Hurricane Ln, Hoover
Tract 9	3428 Chapel Ln, Hoover
Tract 10	3433 Chapel Ln, Hoover
Tract 11	3437 Chapel Ln, Hoover
Tract 12	3400 Ivy Chase Cir, Hoover
Tract 13	3404 Ivy Chase Cir, Hoover
Tract 14	1600 Patton Chapel Rd, Hoover
Tract 15	3408 Ivy Chase Cir, Hoover
Tract 16	1610 Patton Chapel Rd, Hoover
Tract 17	3412 Ivy Chase Cir, Hoover
Tract 18	3416 Ivy Chase Cir, Hoover
Tract 19	3420 Ivy Chase Cir, Hoover
Tract 20	1618 Patton Chapel Rd, Hoover
Tract 21	3424 Ivy Chase Cir, Hoover
Tract 22	3428 Ivy Chase Cir, Hoover
Tract 23	3432 Ivy Chase Cir, Hoover
Tract 24	3436 Ivy Chase Cir, Hoover
Tract 25	3340 Ivy Chase Cir, Hoover
Tract 26	700 Patton Chapel Way, Hoover
Tract 27	3328 Teakwood Rd, Hoover
Tract 28	3325 Teakwood Rd, Hoover
Tract 29	1666 Patton Chapel Rd, Hoover
Tract 30	1686 Patton Chapel Rd, Hoover
Tract 31	1685 Patton Chapel Rd, Hoover
Tract 31A	1716 Patton Chapel Rd, Hoover
Tract 32	3400 Collingwood Rd, Hoover
Tract 32A	3401 Collingwood Rd, Hoover
Tract 33	3336 Winchester Rd, Hoover
Tract 34	3336 Chartwell Rd, Hoover
Tract 35	3425 Strollaway Dr, Hoover
Tract 36	3337 Chartwell Rd, Hoover
Tract 37	3332 Burning Tree Dr, Hoover
Tract 38	3401 Strollaway Dr, Hoover
Tract 39	1753 Patton Chapel Rd, Hoover
Tract 40	1815 Patton Chapel Rd, Hoover
Tract 41	3333 Burning Tree Dr, Hoover
Tract 42	1761 Patton Chapel Rd, Hoover
Tract 43	1774 Patton Chapel Rd, Hoover
Tract 44	3312 Green Valley Cir, Hoover
Tract 45	3317 Green Valley Cir, Hoover
Tract 46	3242 Heathrow Downs, Hoover
Tract 47	3246 Heathrow Downs, Hoover
Tract 49	1817 Patton Chapel Rd, Hoover
Tract 50	3412 Conley Rd, Hoover

Tract 50A 1805 Polo Ct, Hoover
 Tract 50B 1811 Polo Ct, Hoover
 Tract 51 1815 Polo Ct, Hoover
 Tract 52 1819 Polo Ct, Hoover
 Tract 53 1823 Polo Ct, Hoover
 Tract 54 1827 Polo Ct, Hoover
 Tract 55 3411 Conley Rd, Hoover
 Tract 57 1831 Polo Ct, Hoover
 Tract 70 3345 Pembroke Ln, Hoover
 Tract 71 1650 Patton Chapel Rd, Hoover
 Tract 72 3400 Wellford Cir, Hoover
 Tract 73 1735 Cornwall Rd, Hoover
 Tract 74 1720 Patton Chapel Rd, Hoover
 Tract 75 1719 Patton Chapel Rd, Hoover
 Tract 76 1729 Patton Chapel Rd, Hoover
 Tract 77 1747 Patton Chapel Rd, Hoover
 Tract 78 3337 Winchester Rd, Hoover
 Tract 79 1682 Patton Chapel Rd, Hoover

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

Nov-5-2015-1061

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Trussville to use the public funds to assist with the purchase of new chairs, games, cards and/or weights for the Trussville Senior Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, TRUSSVILLE is a municipality incorporated within Jefferson County, AL. It seeks funds to help with the purchase of chairs, games, cards, and weights for the Trussville Senior Center; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to TRUSSVILLE a lump sum payment of \$500.00 upon execution of this agreement.
3. TRUSSVILLE shall use the public funds to assist with the purchase of new chairs, games, cards and/or weights for the Trussville Senior Center.

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

4. TRUSSVILLE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2016, whichever shall occur first.

5. TRUSSVILLE, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such

financial records and supporting documents shall be retained and made available by TRUSSVILLE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF TRUSSVILLE

Gene Melton, Mayor

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

Nov-5-2015-1062

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Fultondale to use the public funds to help with the purchase of a new couch or chairs and supplies for craft projects at the Fultondale Senior Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, FULTONDALE is a municipality incorporated within Jefferson County, AL. It seeks funds to purchase craft supplies and a couch or chairs at the Fultondale Senior Center; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to FULTONDALE a lump sum payment of \$500.00 upon execution of this agreement.
3. FULTONDALE shall use the public funds to help with the purchase of a new couch or chairs and supplies for craft projects at the Fultondale Senior Center.
4. FULTONDALE, 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 October 30, 2016,

whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF FULTONDALE

Jane Hicks, City Clerk/Treasurer

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

Nov-5-2015-1063

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 use the public funds to resurface the floor of the Clay-Chalkville High School gymnasium in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00;
and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Clay Chalkville High School's resurfacing of the gym floor to repair minor issues and protect it. The CCHS gym is used by all CCHS basketball teams, the girls' volley ball teams and the community youth basketball teams.; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.

3. JEFFCO BOE shall use the public funds to resurface the floor of the Clay-Chalkville High School gymnasium.

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

4. JEFFCO 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 October 30, 2016, whichever shall occur first.

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

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

7. JEFFCO 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 of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither JEFFCO BOE nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Shelia Jones, Director of Business & Financial Affairs

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

Nov-5-2015-1064

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Warrior use the public funds to help with the purchase of new portable sound system at the Warrior Seniors Center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, WARRIOR is a municipality incorporated within Jefferson County, AL. It seeks funds to help with the purchase of a portable sound system for the Warrior Senior Center for the use and enjoyment of the Center's participating seniors; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to WARRIOR a lump sum payment of \$500.00 upon execution of this agreement.
3. WARRIOR shall use the public funds to help with the purchase of new portable sound system at the WARRIOR Seniors Center.

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

4. WARRIOR, 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 October 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF WARRIOR

Johnny Ragland, Mayor

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

Nov-5-2015-1065

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Irondale to pool the public funds with other donations to help with the purchase of new Customer Relation Management Program software at the Irondale Senior Center for the speed of retrieval, storage and contact information of members at the senior center in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, IRONDALE is a municipality incorporated within Jefferson County, Alabama. It seeks funds to help purchase a Customer Relation Management Program (software) for the Irondale Senior Center that will improve the speed of retrieval, storage and contact information of members at the Senior Center; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to IRONDALE a lump sum payment of \$500.00 upon execution of this agreement.
3. IRONDALE shall pool the public funds with other donations to help with the purchase of new Customer Relation Management Program software at the Irondale Senior Center for the speed of retrieval, storage and contact information of members at the senior center.

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

4. IRONDALE, 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 October 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF IRONDALE

Tommy Joe Alexander, Mayor

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

Nov-5-2016-1066

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

Z-2015-014 Robert E. Carroll, owner requests a change of zoning on Parcel ID# 31-13-3-000-014.000 in Section 13 Twp 18 South Range 5 West from R-2 (Single Family) to A-1 (Agricultural) for a personal farm, future keeping of livestock, and a future single-family residence. (Case Only: 805 Pinewood Avenue, Hueytown, AL 35023)(CONCORD)(9.9 Acres M/L)

RESTRICTIVE COVENANTS: 1. Any/all livestock shall be kept a minimum of 20 feet from the West property boundary, and to the north of a continual setback spanning the width of the property; said setback shall be located parallel to, and 70 feet to the north of, the northern property boundary of Lots

3, 2, and 1 of CM Hesters Subdivision as recorded in Map Book 10, Page 79 in the Bessemer Division of the Probate Office of Jefferson County; 2. Only 1 horse or two goats are permitted per acre, and no commercial livestock operations, such as commercial pig raising or chicken houses are permitted; and 3. There shall be no mobile homes.

Z-2014-026 Sterling Lakes Holding I, LLC, owners; Joseph Miller, III, agent; requests a change of zoning on Parcel ID# 41-06-2-001-008.001, in Section 6 Twp 20 Range 3 West from A-1 (Agricultural) to R-1 for a single family residential subdivision consisting of three (3) lots along Russet Lakes Drive, and seven (7) lots along Guyton Road. (Case Only: 3860 Guyton Road, and 624 Russet Lake Drive, Bessemer, 35244)(MORGAN)(13.6 Acres M/L)

Approval with contingencies and covenants:

Contingencies: 1. A preliminary Drainage Study shall be performed and approved by the Department of Roads and Transportation; and, 2. access to Russet Lake Dr. shall be approved by the City of Hoover.

RESTRICTIVE COVENANTS: 1. Each driveway shall be indicated on the final subdivision plat and shall meet sight distance requirements for the posted speed of the road; 2. lots 1 and 2; Lots 3 and 4; and lots 5 and 6 shall have joint driveways; 3. lots 1 through 6 shall have driveway turnaround areas so that cars will not be backing on to Guyton Rd.; 4. the " Water Quality and Conservation Area" indicated on the site plan presented at the December 11, 2014 Planning and Zoning Commission hearing is to be platted as such (or as permanent open space) and shall not be reconstructed as a lake; said area is to be owned and maintained by an established homeowners' association or a conservation entity.

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

Nov-5-2015-1067

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a building code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 - 1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M.. Said code shall be known as the "Building Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2015" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the lath day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 3rd day of December, 2015.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A BUILDING CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a building code for Jefferson County, Alabama, to be known as the "Building Code of Jefferson County Alabama, 2015," by ordinance, in order to revise, update and amend the "Building Code of Jefferson County, Alabama 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2015" (consisting of the "2015 Edition of the International Building Code," and the "2015 Edition of the International Residential Code," both published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Building Code," and the "2015 Edition of the International Residential Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse; by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a plumbing code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 - 1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M.. Said code shall be known as the "Plumbing Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2015" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 3rd day of December, 2015.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A PLUMBING CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a plumbing code for Jefferson County, Alabama, to be known as the "Plumbing Code of Jefferson County Alabama, 2015," by ordinance, in order to revise, update and amend the "Plumbing Code of Jefferson County, Alabama 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2015" (consisting of the "2015 Edition of the International Plumbing Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Plumbing Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse; by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a fuel gas code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 - 1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M.. Said code shall be known as the "Fuel Gas Code of Jefferson County, Alabama, 2015."

Section B. That three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2015" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 3rd day of December, 2015.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A FUEL GAS CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a fuel gas code for Jefferson County, Alabama, to be known as the "Fuel Gas Code of Jefferson County Alabama, 2015," by ordinance, in order to revise, update and amend the "Fuel Gas Code of Jefferson County, Alabama 2009," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2015" (consisting of the "2015 Edition of the International Fuel Gas Code" published by the International Code Council, Incorporated, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2015 Edition of the International Fuel Gas Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse; by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

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

Nov-5-2015-1070

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of an electrical code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 - 1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 3rd day of December, 2015, at 9:00 A.M.. Said code shall be known as the "Electrical Code of Jefferson County, Alabama, 2014."

Section B. That three (3) copies of said proposed the "Electrical Code of Jefferson County, Alabama, 2014" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 3rd day of December, 2015.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT AN ELECTRICAL CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HEARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of an electrical code for Jefferson County, Alabama, to be known as the "Electrical Code of Jefferson County Alabama, 2014," by ordinance, in order to revise, update and amend the "Electrical Code of Jefferson County, Alabama, 2011," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 3rd day of December, 2015, for the consideration of the same. Three (3) copies of said proposed "Electrical Code of Jefferson County, Alabama, 2014" (consisting of the "2014 Edition of the National Electrical Code" that was adopted by the National Fire Protection Association, Inc., at its annual meeting on June 10 - 13, 2013, in Chicago, Illinois, which code has been copyrighted, and the "Special Provisions," which modify, revise or are in addition to

provisions contained in the "2014 Edition of National Electrical Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 410, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 13th day of November, 2015, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 3rd day of December, 2015.

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

Nov-5-2015-1071

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of James Charles Thigpen, Jr. to serve on the Rocky Ridge Fire District Board of Trustees, for a term of five years beginning upon approval and ending September 10, 2020, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
UNUSUAL DEMANDS

11/5/15

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch
10001007	COUNTY MANAGER	132281	DANIEL BILES	TRAVEL RECONCILIATION	157.11	134694	925
TOTAL					157.11		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Purchase laminate for Center Point CH	378.00	134572.	895
10001100	REVENUE	101355	TRAVIS HULSEY	ANNUAL MEMBERSHIP DUES-AICPA FY 2016	275.00	133535	242
TOTAL					653.00		
10001200	COUNTY ATTORNEY	132513	C & S LEGAL TECH	INVOICE NO. 5360	165.00	134855	999
TOTAL					165.00		
10001420	TAX ASSESSOR- BESS	100019	ALABAMA ASSOCIATION OF	MEMBERSHIP DUES FOR CHARLES WINSTON JR	40.00	134395	830
10001420	TAX ASSESSOR- .BESS	120988	USJ INSURANCE SERVICES, LLC	Bond for Charles R. Winston Jr.	500.00	134410	830
TOTAL					540.00		
10002210	IT SYSTEM DEV & ADMINISTRATION TECHNOLOGY	121993	ASSOC OF INFORMATION	Membership renewal for Maurice Myers to AITP 2016	133.00	134408	834
TOTAL					133.00		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - OFFICE SUPPLIES	25.94	135068	1053
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH- OFFICE SUPPLIES	208.22	135070	1053
TOTAL					234.16		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO- TREASURER	PURCHASED -A KIT TIMER STEAMER AND KNOB BLACK SHAFT	118.33	134034	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED NUTS AND BOLTS FOR 2121 BLDG	24.52	134036	625
10002401.	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SPRAY TACT FOR PICTURE FRAMING FOR BHCH	33.30	134037	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TIPS FOR WELDING MACHINE FOR GSOC	33.60	134042	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE DRAIN PAN FOR AC UNIT AT GSOC	34.40	134045	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 3-ROLLS OF DOUBLE STICK TAPE FOR GSOC	17.72	134046	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED LIQUID NAILS FOR BHCH 8TH FL	14.15	134053	625
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED EXTRACTOR, DRILL BIT AND SCREWS FOR BESS	5.31	134423	837
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MORTISE LOCK BODY FOR CAHABA HEIGHTS	165.00	134424	837
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	GAS FITTERS LICENSE-BURR AND ROTOR LOCK KIT - GSOC	376.63	135073.	1061
TOTAL					822.96		
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASED DRILL BITS FOR GSOC ELECTIONS	7.49	134573	895
TOTAL					7.49		
10002500	BD OF REGISTRARS	102156	AL ASSOC OF BOARDS OF REGISTRARS	AL ASSOC OF BOR DUES FOR BARRY STEPHENSON	35.00	134469	862
TOTAL					35.00		
10002810	PAYROLL	101092	TRACIE G HODGE	GFOA annl cnf travel reconciliation reimbursement	86.88	134290	791
TOTAL					86.88		
10004110	SF ENFORCEMENT- BHAM	100193	JEFFERSON CO TREASURER	LOWE'S 8120!14 PET VACUUM	79.99	134832	986
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	BHAM RUBBER STAMP 8/14/14/STAMP PADS	64.00	134833	986
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	BHAM RUBBER STAMP 12/2/14/REGULAR STAMPS	10.30	134834	986
10004110	SF ENFORCEMENT- BHAM	100193	JEFFERSON CO TREASURER	BHAM RUBBER STAMP 4120!151 REGULAR STAMP	16.40	134835	986
10004110	SF ENFORCEMENT- BHAM	100193	JEFFERSON CO TREASURER	BHAM RUBBER STAMP 7/22/15/NOTARY SEAL	29.95	134836	986
TOTAL					200.64		

10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	SAM'S 8121115 WIPES/HAND SANITIZER	60.56	134831	986
TOTAL					60.56		
10004200	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	NOZZEL FOR KITCHEN; FOOD; POSTAGE	257.37	133928	531
10004200	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	Three Sam's cards to obtain supplies for residents	135.00	133944	550
10004200	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	Medicine and Supplies for Residents	209.15	134141	690
TOTAL					601.52		
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Uniforms and Supplies for Residents	277.59	134750	956
TOTAL					277.59		
10004300	CORONER	100193	JEFFERSON CO TREASURER	10/06115-10106115 MORGUE AND CORONER OFFICE SUPPLY	20.95	133660	339
TOTAL					20.95		
21305300	ROADS AND TRANS RIGHT OF WAY	100193	JEFFERSON CO TREASURER	PC Reimbursement - notary stamp	3.65	134858	1001
TOTAL					3.65		
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT GARY COCHRAN 9-4-2015	150.00	133464	187
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT-N. KORNEGAY 8114115	150.00	134143	651
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	PHONE CASES/CERTIFIED MAIL	201.63	134364	818
TOTAL					51.63		
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	KEYS/REMOTES - CAMP BESSEMER	2.98	133404	117
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	MISC. CONSTRUCTION SUPPLIES - CAMP BESSEMER	8.80	133405	117
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	WHISTLE	4.96	133406	117
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	UNIVERSAL JOINT -CAMP BESSEMER	39.78	133407	117
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	4XL Rain Coats - Bessemer	108.92	133423	117
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	PURCHASED FUSES FOR BESS CAMP	7.00	134048	625
TOTAL					172.44		
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL, CONCRETE NAILS, HERBICIDE LICENSE REN	166.76	133460	179
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	Light Bulbs, Bushings, Phones Case, Screws - BRIKe	185.41	134136	651
TOTAL					352.17		
21305700	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	CDL RENEWAL T. MELVIN, SCREWDRIVER SET - TRAFFIC	29.97	134088	651
TOTAL					29.97		
24202000	COMMUNITY DEVELOPMENT	100193	JEFFERSON CO TREASURER	CONCORD STORM RECORDING	40.00	134709	933
TOTAL					40.00		
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	Tool Bag, Towing Lights, Saw Repair	329.45	133251	13
TOTAL					329.45		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	Ofi flourescent light fxture,bearings,plumbing pa	461.71	133375	90
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	PADLOCK;TSTAT;FAN;BATRY;CABLE;VALVE;AJAX;BELT;PLUG	283.70	133888	509
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SILICONE;BELTS;BEARINGS;SEALS;	375.85	134563	889
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	Mission unit batteries, Electrician IAEl renewal	359.60	134571	893
TOTAL					1480.86		
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	Small tools, Keys, , CDL's, AWEA class	295.90	133250	10
TOTAL					295.90		
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	Small tools, Keys, , CDL's, AWEA class	295.90	133250	10
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	Lumber, Handsaw, Ink Cartridge, Keys	167.36	134003	590
TOTAL					463.26		
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	Lumber, Handsaw, Ink Cartridge, Keys	167.36	134003	590
TOTAL					167.36		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	Small tools, Keys, , CDL's, AWEA class	295.90	133250	10
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	Lumber, Handsaw, Ink Cartridge, Keys	167.36	134003	590
TOTAL					463.26		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	andy's grade IV renewal, oil, oil seal, converter	316.67	133716	380
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	grade IV renewal, gloves, sample bottles for lab	203.86	134707	932
TOTAL					520.53		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	CABLE TI ES; PIPE; FLANGE;	389.44	134957	1025
TOTAL					389.44		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Anchor for clarifer cable	17.45	133760	428
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	LEEDS WWTP - PURCHASE OF ROPE AND 172" SHACKLE	72.92	133779	445
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Bracket for clarifer mount	35.96	134026	611
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Tip for solder tool	12.62	135050	1046
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Heatshrink for UV cables	4.29	135051	1046
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Bolts and lugs for cable repair	11.95	135053	1048
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Butane for torch	4.98	135497	1190
TOTAL					160.17		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	paint spray gun	134.94	135489	976
TOTAL					134.94		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash	11.47	133654	335
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	PETTY CASH	37.95	133661	340
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	PETTY CASH	13.80	134120	671
TOTAL					63.22		
60407306	VALLEY CREEK	100193	JEFFERSON CO	blower motor, ignitor, electrical wiring	810.73	133256	20

60407306	WWTP VALLEY CREEK WWTP	100193	TREASURER JEFFERSON CO TREASURER	hose filter cord parking plumbing bags battry fuse	377.54	133592	282
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM License cable postage filter fittings fuse	542.64	133889	511
TOTAL					1730.91		
60407320	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	dust mask; ca pscrew;washers;seal;mileage;	105.62	134071	642
60407320	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	Hand Cleaner, Bolts, Washers, Nuts, Lock Washers	159.02	135457	1171
TOTAL					264.64		
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	Proximity sensor	80.00	133380	92
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	Level guage	20.94	133386	92
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	Flange	192.00	133387	92
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	Skirtboard Rubber Part	91.00	133390	92
TOTAL					383.94		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	Metal; Spring;Wire;Brush;Weld;Tape;PVC; Knife; Certif	458.80	133543	249
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	THREADER;SAZALL BLADES;	174.24	134838	987
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	FITTINGS;PIPE;THERMAL;BLOCK;COIL;KITS;WIRE;GASES;	383.93	134841	989
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	CALIBRATION TEST KIT; SWITCH;	327.43	135510	1197
TOTAL					1344.40		
70101720	PERSONNEL BOARD ADMIN TREASURER	100193	JEFFERSON CO	Petty Cash - Employee Mileage - Colandus Murray	93.15	133438	155
70101720	PERSONNEL BOARD ADMIN TREASURER	100193	JEFFERSON CO	Petty Cash - Mileage Reimbursement - R. Revel	65.55	133443	159
70101720	PERSONNEL BOARD ADMIN TREASURER	100193	JEFFERSON CO	Petty Cash - Employee Mileage - Guy Dewees	22.65	133445	162
70101720	PERSONNEL BOARD ADMIN	105207	CYN HOLINESS	Reimbursement of Out of Pocket Notary Expenses	142.24	134675	922
TOTAL					323.59		
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash - Mileage Reimbursement- SLange	25.19	133435	149
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Petty Cash - Employee Mileage - Dale Frey	22.43	133437	154
70101750	PERSONNEL BOARD TESTING	131014	BRYANT BUSH	Employee Mileage Reimbursement- Interview	362.25	134685	923
TOTAL					409.87		
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA-TITLE TRANSFER, COMPUTER PARTS, AUTO MAINT.	233.70	133796	450
TOTAL					233.70		
GRAND TOTAL						\$14,255.16	

**JEFFERSON COUNTY COMMISSION
UNUSUAL DEMAND - ADDENDUM 11/3/15**

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE A BUZZER	139.98	134386
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	DOOR FOR SHERIFF SHOOTING RANGE	81.00	133985
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REPLACING BEARINGS FOR #2 HVAC UNIT	88.27	133396
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	BEARINGS ON HVAC UNIT	3.91	133396
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	RELAY CAPACITOR OVERLOAD AND SLOTTED BITS	12.95	133385
60407302	ENV SERV	100193	JEFFERSON CO TREASURER	FUSE; RELAY;TERMINAL;TAPE;SEAL;THERM;PARKING	403.15	133436
					729.26	

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

Nov-5-2015-1072

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Glicksman Consulting to provide actuarial services for the County's self-insured auto liability, general liability and workers' compensation programs for the period October 16, 2015 - October 16, 2016 in the amount of \$3,250.

AMENDMENT TO CONTRACT #4716

This is an Amendment to the Contract by and between Jefferson County, Alabama, through the Finance Department (hereinafter called "the County") and Glicksman Consulting (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

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

Item 3: Amend the Terms of Agreement and Authorization to Perform Work paragraph to renew the terms of the agreement for an additional one year period as follows: This contract will be effective October 16, 2015 and end October 16, 2016.

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

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

CONTRACTOR:

Steven Glicksman, President

Glicksman Consulting

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

Nov-5-2015-1073

BE IT RESOLVED by the Jefferson County Commission that the Chief Financial Officer is directed to issue a check to USI Insurance, LLC in the amount of \$764,046.16 to cover the cost of the policies listed and broken down as follows by carrier, type of coverage being provided and cost:

- Lexington Insurance Company, Property and Casualty/Boiler & Machinery \$550,973.16
- Safety National Casualty. Company, Excess Workers' Compensation \$189,140.00
- National Union Fire Insurance Company, Crime & Dishonesty \$ 23,933.00

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

Nov-5-2015-1074

BE IT RESOLVED by the Jefferson County Commission that the Chief Financial Officer is directed to issue a check to USI Insurance Services, LLC in the amount of \$121,900 to cover the cost of the policies listed and broken down as follows by carrier, type of coverage being provided and cost:

- Darwin Select Insurance Company (Allied World), Professional Liability and General Liability (Malpractice) \$115,000.00
- Darwin Select Insurance Company (Allied World), Surplus Line Tax \$ 6,900.00

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

Nov-5-2015-1075

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Accounting Services Agreement and an Addendum to Accounting Services Agreement between Jefferson County, Alabama and Warren Averett, LLC to perform an audit of the schedule of receipts and disbursements of education tax proceeds for FY2015 in the amount of \$55,000.

ACCOUNTING SERVICES CONTRACT

THIS AGREEMENT entered into this - day of November 2015, by and between Jefferson County, Alabama, hereinafter called "the County" or "the Commission", and Warren Averett, LLC, hereinafter called "the Contractor. The effective date of this agreement shall be January 1, 2016.

WHEREAS, the County desires to contract for independent audits for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICE: The Contractor shall perform all necessary professional accounting services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner independent audits as

described below:

- An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2015 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B. The schedule of receipts and disbursements of Education Tax Proceeds shall include only proceeds collected by the County from the levy of the Education Tax and disbursements made from those same proceeds. Other receipts, such as bond proceeds and investment earnings, shall not be included. Other disbursements, such as grants and arbitrage rebate payments shall not be included. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Perty Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such additional information respecting the matters therein set out as may be reasonably required.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2016. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. COMPENSATION: The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICES

COST PROPOSAL

Independent audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2015 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B.

Estimated Hours 200-250
Estimated Fees - R50,000 - 55,000

Hourly rates by position are as follows:

POSITION	HOURLY RATES
Member/Principal	\$285 - \$440
Senior Manager/Manager/Specialist	\$190 - \$320
Supervisor	\$165 - \$215
Senior Accountant	\$145 - \$180
Staff Accountant	\$140 - \$155

A payment of \$25,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

5. 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.

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree and comply with AO 08-4 regarding equal opportunity practices.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to the Agreement.

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to tax and business license matters during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

15. 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, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

CONTRACTOR
Carol L Phillips, CPA, CFE
Warren Averett, LLC

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

ADDENDUM TO ACCOUNTING SERVICES CONTRACT

NOVEMBER , 2015

Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the Jefferson County, AL Commission (the "Client") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Services Provided

We will audit the Schedule of Education Tax Proceeds Receipts and Disbursement (the Schedule) of the Client for the year ended September 30, 2015 and the related notes to the schedule.

Audit Objective

The objective of our audit is the expression of an opinion as to whether the Schedule is fairly presented, in all material respects, in accordance with the basis of accounting described in the Accounting Services Contract. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinion. We will issue a written report upon completion of our audit of the Client's Schedule. Our report will be addressed to the Jefferson County Commission. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the Schedule is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Other Services

We will also assist in preparing the Schedule based on information provided by you.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the Schedule in accordance with the described basis of accounting.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about

all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to appropriate regulators or designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to appropriate regulators or designee. The appropriate regulators or designee may intend or decide to distribute the copies or information contained therein to others, including governmental agencies.

Carol Phillips is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in December 2015 and to issue our report no later than March 31, 2016.

Fees

Our fees for these services are outlined in the accompanying Account Services Contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time.

Billing

Billing terms are outlined in the accompanying Accounting Services Contract. Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the Client will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the Client agrees that we will not be responsible for the Client's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the Client resulting from the Client's failure to meet such deadlines.

Detection

This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statement and the Client agrees that we will have no responsibility to do so.

Legal Fees

In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement.

Liability

Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental,

consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

Indemnity

To the extent allowed by law, the Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

Dispute Resolution

By signing this agreement, both parties agree to submit to non-binding mediation at the option of either party for the resolution of any disputes or claims.

Invalidation

In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

Disclosure

Warren Averett is a member of the BDO Alliance USA, LLC ("BDO"), which is an association of accounting, consulting and professional service firms. Warren Averett may assign its rights to perform a portion of the services described above to any other BDO member, affiliates (including, where applicable, member firms of the international BDO network), agents, or contractors (a "Permitted Assignee") without the Company's prior consent. If such assignment is made, the Client agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Client agree otherwise, and we will properly supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with applicable professional standards.

Term

This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

Amendment

The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client.

We appreciate the opportunity to be of service to you and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you are in agreement with the terms of our engagement as described in this agreement, please sign a copy and return it to us.

WARREN AVERETT, LLC

Carol Phillips - Member

RESPONSE: This letter correctly sets forth the understanding of the Client.

James A. Stephens, President - Jefferson County Commission

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

Nov-5-2015-1076

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 10/13/15 - 10/19/15

1. ENVIRONMENTAL SERVICE - WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, TO AWARD BID FOR LIQUID CHLORINE TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 - 9/30/16. REFERENCE BID # 139-15
2. ENVIRONMENTAL SERVICE - WWTP FROM LHOIST NORTH AMERICA OF ALABAMA LLC, CALERA, AL, TO AWARD BID FOR FOUNDRY LIME TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 -6/30/16. REFERENCE BID # 140-15
3. ROADS & TRANSPORTATION FROM AGRI-ARC LLC d/b/a UNIVERSAL PRO, DECATUR, AL, TO RENEW BID FOR SEED & FERTILIZER ON AN AS NEEDED BASIS FOR THE PERIOD OF 11/20/15 - 11/19/16. (FIRST RENEWAL). REFERENCE BID # 149-14
4. ENVIRONMENTAL SERVICES - WWTP FROM ADCO COMPANIES LTD, BESSEMER, AL, TO RENEW BID FOR BOILER RETUBING ON AN AS NEEDED BASIS FOR THE PERIOD OF 12/18/15 - 12/31/16. REFERENCE BID # 160-14

FOR WEEK OF 10/20/15 -10/26/15

1. JEFFERSON COUNTY DEPARTMENTS FROM DEX IMAGING, BIRMINGHAM, AL, TO AWARD BID FOR COPIER MAINTENANCE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/15 - 9/30/16. GROUP II - KONICA MINOLTA COPIERS. REFERENCE BID # 135-15
2. JEFFERSON COUNTY SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM UNIFORMS MANUFACTURING INCORPORATED, SCOTTSDALE, AZ, TO AWARD BID FOR INMATE UNIFORMS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 11/05/15 - 11/04/16. REFERENCE BID # 137-15
3. INFORMATION TECHNOLOGY FROM SHI INTERNATIONAL CORPORATION, DALLAS, TX, FOR MICROSOFT ENTERPRISE AGREEMENT (EA) AND SOFTWARE ASSURANCE (SA) LICENSES. MUNIS PURCHASE ORDER # 1600362\$405,330.26 TOTAL MUNIS REQUISITION # 971 STATE OF ALABAMA CONTRACT # 497
4. COOPER GREEN MERCY HEALTH SERVICES FROM HEIDELBERG ENGINEERING, CARLSBAD, CA, TO PURCHASE ONE (1) SPECTRALIS FA+OCT AND ACCESSORIES WITH WARRANTY. MUNIS PURCHASE ORDER # 1600598 \$150,600.00 TOTAL REFERENCE BID # 138-15

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

Nov-5-2015-1077

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/20/15 - 10/26/15, BE AND HEREBY IS APPROVED.

1. EXCEPTION FOR OFFICE OF SENIOR CITIZENS SERVICES FROM THE SEASONED PERFORMERS, HOOVER, AL, TO PAY INVOICES FOR ENTERTAINMENT FOR SENIOR CITIZENS. MUNIS PURCHASE ORDER # 1600578 \$5,311.00 TOTAL

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

Nov-5-2015-1078

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/13/15 - 10/19/15 and 10/20/15 - 1026/15, BE AND HEREBY IS APPROVED.

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

Carrington, Knight, Bowman, Brown and Stephens.

Nov-5-2015-1079

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

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

Nov-5-2015-1080

WHEREAS, Jefferson County has an existing Agreement with Tata America International Corporation to provide software maintenance and support services for the Revenue Management System "Tax Mantra"; and

WHEREAS, Jefferson County desires to exercise its option to extend the software maintenance and support services for the twelve month period beginning July 1, 2015 and ending on June 30, 2016; and

WHEREAS, Tata America International Corporation desires to provide continued software maintenance and support services in accordance with the terms of the initial Agreement.

NOW, THEREFORE BE IT RESOLVED BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the optional one year extension with Tata America International Corporation to provide software maintenance and support services for the County's Revenue Management System "Tax Mantra" is hereby approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

Keith Strother	\$1,791.11
Pamela Mapp	\$2,304.82
Derek Marshall	\$1,881.29
NAWDP Youth Symposium Chicago, IL – November 8-11, 2015	

Sharon Youngblood	\$300.00
Cynthia Daniels	\$300.00
Governmental Accounting and Auditing Forum Birmingham, AL – December 2-3, 2015	

Revenue

Norman Smith	\$250.00
Shelley Raia	\$250.00
CRE Class Hoover, AL – November 4-6, 2015	

Individual Staff Development

Environmental Services

Matt Alpaugh	\$924.44
AWPCA Conference Orange Beach, AL – September 11-15, 2015	

Office of Senior Citizen Services

Lucinda Lipp	\$1,113.18
SCSEP/Title V Training Mobile, AL – December 13-16, 2015	

Revenue	
Bruce Thomspson	\$1,876.50
Tax Audit	
Charlotte, NC – November 15-21, 2015	
For Information Only	
Emergency Management Agency	
Jody Hodge	\$2,142.32
IAEM Annual Conference	
Las Vegas, NV – November 14-22, 2015	
Sheriff's Office	
Michael Jackson	\$158.64
Michael House	\$158.64
Interview witness in homicide investigation	
Ocala, FL – August 20-21, 2015	
Kevin Austin	\$924.85
Shane Williams	\$924.85
Michael Jackson	\$924.85
Practical Homicide Investigation	
Phenix City, AL – November 15-18, 2015	
David McCool	\$425.50
Steven Drake	\$425.50
Regional School Safety	
Nashville, TN – November 4-6, 2015	
William Pharr	\$500.00
Entry, Cordon and High Risk Operations	
Calera, AL – November 17-18, 2014	
Richard Reid	\$1,329.50
Special Operations Supervisors	
Nashville, TN – November 8-13, 2015	
James Perry	\$696.04
ROCIC Homicide Conference	
Chattanooga, TN – October 4-7, 2015	
LaWanda Bonner	\$1,190.95
Field Training Officer Course	
Florence, AL – October 4-9, 2015	

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

BUDGET TRANSACTION

1. Board of Equalization \$(142,840)
Delete seven Admin Clerks (Gr. 16 - \$28,892) and one Laborer III (unclassified - \$22,707) and add on Appraisal Assistant (Gr. 14 - \$30,276) and one User Support Specialist (Gr. 25 - \$51,835). Net amount to delete \$142,840.
Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Budget Transaction be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Nov-5-2015-1081

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the Agreement between Jefferson County, Alabama and IBM Corporation to provide maintenance/support for AIX environment, tape backup library, supporting operating systems and related software in support of the Data Center for the period September 7, 2015 - September

6, 2016 in the amount of \$41,254.31.

CONTRACT NO.: 00004237

Contract Amendment No. III

This Amendment to Contract entered into the 7th day of September 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and IBM Corporation, hereinafter referred to as the "Contractor" to provide Maintenance Support for IBM Hardware and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00004237. The original contract between the parties referenced above, was approved by the Commission on September 11, 2012, MB 163, Page 516.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate IBM Schedule for Service Elite, Schedule of Work Number: A25V02, Schedule Charge Date: 09/07/2015 -09/06/2016, copy of schedule attached.

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$41,254.31

AUTHORIZATION TO PERFORM WORK:

September 7, 2015 - September 6, 2016

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

JEFFERSON COUNTY COMMISSION

IBM Corporation

James Stephens, President

_____, Authorized Representative

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

Nov-5-2015-1082

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. IV to the Agreement between Jefferson County, Alabama and IBM Corporation to provide maintenance/support for Lenovo servers for the period September 7, 2015 - September 6, 2016 in the amount of \$5,871.60.

CONTRACT NO.: 00004237

Contract Amendment No. IV

This Amendment to Contract entered into the 7th day of September 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and IBM \ Lenovo, hereinafter referred to as the "Contractor" to provide Maintenance Support for Hardware and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00004237. The original contract between the parties referenced above, was approved by the Commission on September 11, 2012, MB 163, Page 516.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate IBM Schedule for Service Elite, Schedule of Work Number: A785K5, Schedule Charge Date: 09/07/2015 -09/06/2016, copy of schedule attached.

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$5,871.60

AUTHORIZATION TO PERFORM WORK:

September 7, 2015 - September 6, 2016

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

JEFFERSON COUNTY COMMISSION

IBM Corporation

James Stephens, President

Nicholus B. Myers, Authorized Representative

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

Nov-5-2015-1083

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and SHI International Corp. to provide maintenance/support for SUN non-production server hardware for the period September 1, 2015 - August 31, 2016 in the amount of \$6,070.61.

CON -00007680

SUN NON-PRODUCTION SERVER HARDWARE MAINTENANCE

THIS AGREEMENT entered into this 1st day of September, 2015, by and between Jefferson County Alabama hereinafter called "the County", and SHI International Corp, hereinafter called the "Contractor", located at 290 Davidson Avenue, Somerset, NJ 08873. The effective date of this agreement shall be September 1, 2015.

WHEREAS, the County desires to contract for Sun Non-Production Server Hardware Maintenance Support Services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to resell the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor will provide to the County, Sun Non-Production Server Hardware Maintenance Support described in Jefferson County Commission ITB 123-15 and the contractor's response to ITB 123-I5. Those two documents and this contract document constitutes the entire agreement between the parties.
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. Contract start date is September 1, 2015, contract expires on August 31, 2016, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated in a sum not to exceed \$6,070.61. (Attached hereto as Exhibit A).
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
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. 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. Termination of this contract shall not result in termination of the original equipment manufacturer's or licensor's ("OEM") services. Those services can only be terminated per the OEM's standard terms.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$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, 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 arising out of the Contractor's performance of this agreement. Contractor obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
19. **LIMITATION OF LIABILITY:** (i) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA. LOSS OF ANTICIPATED REVENUE OR PROFITS. WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (ii) EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT. TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE COUNTY TO CONTRACTOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

20. WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO- ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WAS PROVIDED BY AN OEM.

VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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
James D. Stephens, President

SHI International Corp.
Natalie Slowik, Sr Manager - Contracts & RFPs

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

Nov-5-2015-1084

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and B&L Associates, Inc. to provide maintenance/support for for BL/Charge Resource Billing System, BL/LIB Tape Library Management System, BL/LIB Robotic Interface, Virtual Tape System Software, Virtual Tape System Hardware, and Software License Extension for BL/LIB Robotic Interface for FY2015-2016 in the amount of \$29,380.

CONTRACT NO.: 00005690

Contract Amendment No. 11

This Amendment to Contract entered into the 1st day of October 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and B&L Associates, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for BL/Charge Resource Billing System, BL/LIB Tape Library Management System, BL/LIB Robotic Interface, Virtual Tape System Software, Virtual Tape System Hardware, and Software License Extension for BL/LIB Robotic Interface.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005690. The original contract between the parties referenced above, was approved by the Commission on November 26, 2013, MB 166, Page(s) 535-536.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$29,380.00

AUTHORIZATION TO PERFORM WORK:

October 1, 2015 to September 30, 2016

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

JEFFERSON COUNTY COMMISSION
James Stephens, President

B&L ASSOCIATES, INC.
_____, CFO

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

Nov-5-2015-1085

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Network America, Inc. to provide maintenance/support for LANDesk

Management Suite used to desktop and laptop environments for the period January 1, 2016 - December 31, 2016 in the amount of \$18,524.
CONTRACT NO.: 00005711

Contract Amendment No. 11

This Amendment to Contract entered into the 1st day of November 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Network America, hereinafter referred to as the "Contractor" to provide LANDesk Management Suite Maintenance Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005711. The original contract between the parties referenced above, was approved by the Commission on November 16, 2013, MB 165, Page(s) 531-532.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$18,524.00

AUTHORIZATION TO PERFORM WORK:

January 1, 2016 - December 31, 2016

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

JEFFERSON COUNTY COMMISSION

NETWORK AMERICA

James Stephens, President

_____, Authorized Representative

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, 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 Brown seconded by Commissioner Carrington that an Executive Session be convened. Voting "Aye" Brown, Carrington, Bowman and Stephens. Commissioner Knight was not in Commission Chambers for this vote.

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse November 10, 2015 at 9:10 a.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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, November 19, 2015.

President

ATTEST

Minute Clerk