

STATE OF ALABAMA)
JEFFERSON COUNTY) July 13, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse Birmingham, Alabama at 9:05 A.M., James A. Stephens, President presiding and the following members present:

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

Commissioner Joe Knight - Absent

Invocation was led by Pastor Darrell Cook from Dogwood Grove Baptist Church and the Pledge of Allegiance led by Lead County Attorney, Theo Lawson.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the Minutes of June 22, 2017, be adopted as presented and approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, July 11, 2017, and moved for approval the following Committee items be placed on the July 13, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1-7 and 1 additional item on the addendum.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-10, 1 additional item on the addendum, and 1 item added during Committee.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-25. Commissioner Joe Knight, Judicial Administration, Emergency Management, Developmental Services Committee, Finance & Information Technology Committee had items 1-36 and 3 additional items on the addendum.

Commissioner David Carrington, Business Development Committee had item 1.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that Commission Agenda Resolutions 1 through 35, be adopted as presented and approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

Maria Knight*	1,800.95
Aaron Self	1,103.37
Carla Thomas	1,103.37
Gene Toxey	1,078.37

Ginger Morris	1,103.37
Don McAllister	1,103.37
Keith Fravert	1,078.37
David Hinkle	1,078.37
Roy Stodghill	1,078.37
AAAO Summer Conference	
Orange Beach, AL – August 8-11, 2017 *August 6-11, 2017	

Revenue

Ebonee Hammonds	1,188.50
Bruce Thompson	1,456.00
Peterson Bridges	1,188.50
Edgar Woodis	1,456.00
Demetrui Price	1,456.00
Tax Audit	
Atlanta, GA – August 13-18, 2017	

INDIVIDUAL STAFF DEVELOPMENT

Commissioner, District 2

Sandra Little Brown	469.00
Investors Meeting	
Chicago, New York, Boston – June 22-23, 2017	

Karen Wadlington	1,780.97
NACO Conference	
Columbus, OH – July 20-25, 2017	

Commissioner, District 3

Jimmie Stephens	3,518.33
Investors Meeting	
Chicago, New York, Boston – June 22-28, 2017	

Commissioner, District 4

Joe Knight	222.50
Association of County Commissioners Conference	
Washington, DC – June 18-20, 2017	

Joe Knight	547.50
Planning for 2021 World Games	
Wroclaw, Poland – July 25 – August 1, 2017	

Commissioner, District 5

David Carrington	96.00
ACCMA Summer Conference	
Orange Beach, AL – June 8-9, 2017	

David Carrington SelectUSA Conference Washington, DC – June 18-20, 2017	172.50
David Carrington Investor Road Show New York, Boston – June 25-28, 2017	231.75
Information Technology	
Jereld Bensko Cisco Conference Atlanta, GA – July 9-14, 2017	1,784.27
Environmental Services	
Matt Alpaugh ESRI Users Conference Chicago, IL – September 29 – October 4, 2017	3,370.87
Revenue	
Edgar Woodis Tax Audit Fairfax, VA – July 22-29, 2017	2,370.34
Tax Assessor Bessemer	
Quin Hameen AAAO Annual Conference Orange Beach, AL – Aug 6-11, 2017	1,882.03
<u>FOR INFORMATION ONLY</u>	
Emergency Management Agency	
Jim Coker Planning for 2021 World Games Wroclaw, Poland – July 25 – August 1, 2017	547.50
Horace Walker Healthcare Coalition Conference Mobile, AL – July 10-12, 2017	147.50
Personnel Board	
Brian Bellenger IPAC Birmingham, AL – July 16-19, 2017	325.00
Sheriff	
Danny Barrett	336.80
Chad King	336.80

K9 Medic Course
Tuscaloosa, AL – July 17-19, 2017

Barbara Mead 2,115.05
Derrick Miles 2,042.00
Managing Risk with Objective Jail Classification
Woodland, CA – July 25-29, 2017

Joseph Wordell 1,148.61
K9 Conference
Nashville, TN – July 11-13, 2017

Aubrey Finley 2,133.20
FBINAA Training
Washington, DC – July 29 – August 3, 2017

Anthony Williams 1,552.00
FBI Leadership Conference
Southaven, MS – August 6-11, 2017

David Agee 325.00
Administrative Supervision
Birmingham, AL – August 8-10, 2017

George McCreless 325.00
Administrative and Mid-Level Supervision
Birmingham, AL – August 8-10, 2017

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above Staff Development be approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Jefferson County Commission
Unusual Demands
7/13/2017

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	B
1	BIOSOLIDS	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR JOHN RILEY CDL CLASS A /HAZMAT	141.50	202359	
2	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	TRVL REIM-KNIGHT,M-CRITICISM-02/06/17	12.00	201057	
3	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Thomas,Carla-Command Strips for hanging Posts	2.49	200529	
4	BUDGET MANAGEMENT	100193	JEFFERSON CO TREASURER	Travel Lene Wormley 2017 Tyler Connect	0.93	202122	
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	1" X 100' AQUAPLEX, 1" W/STOP PROPEX RING, VALVE,	235.54	201373	

6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	MAINTENANCE SUPPLIES, FAN FOR ELECTRIC SHOP AT CAH	107.27	202593
7	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	DRILL BITS, MAINTENANCE SUPPLIES FOR PRESS BLDG.	104.02	203497
8	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	PROFEX RING, GALV BOLTS, POLY TUBES, VARIOUS MAINT	84.01	201576
9	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Petty Cash for Grand Rounds, ASCPA membership,	763.30	202642
10	CORONER	100193	JEFFERSON CO TREASURER	Morgue property hangers and disinfectant	115.60	202541
11	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	ABA 2017-18 DUES - THEO LAWSON	266.00	203644
12	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	ABA DUES 201718 - BRENT GRAINGER	266.00	203652
13	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	ABA DUES 2017-18 - ALLISON GAULT	186.00	203651
14	COUNTY ATTORNEY	136025	VESTAVIA HILLS IMAGING CENTER	MEDICAL RECRDS - HERMAN CORILLA	35.00	202582
15	COUNTY ATTORNEY	136026	SRPS	INVOICE NO. 7733	15.00	202585
16	COUNTY MANAGER	100794	INTERNATIONAL CITY/COUNTY MGT ASSOC	ICMA MEMBERSHIP DUES - JUSTIN SMITH	636.00	203745
17	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH:WIOA_JEFFCO COLLABRATIVE MTG 5.10.17	58.63	203814
18	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH:WIOA COLLABORATIVE MTG_6.14.17	45.07	203816
19	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PC CAR REPAIRS & PARTS FOOD EOC ACTIVATION	407.24	203389
20	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Membership White Pages Premium	59.85	202199
21	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	"SCANNED" Sta,mps	195.00	202206
22	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	FC Seal & Notary Exp Stamps	103.50	202208
23	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Notary Seal & Exp Stamp LHW	49.45	202204
24	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Postage to mail DYS Grants	23.75	202209
25	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	THERMAL UNIT; ELEVATOR INSPECTION; GAUGE;	475.04	201729
26	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FLOORING FOR CENTRAL CONTROL AT YOUTH DE	360.50	202823
27	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO PIECES OF GLASS FOR FAM CT	300.00	203703
28	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 1 CARTON OF ROPE AND OUTSIDE CORNERS-BES	149.80	203799
29	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CAULKING FOR FAMILY COURT	47.10	203701
30	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WATER FILTER FOR CENTER POINT CH	46.80	204010
31	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	RETURN SHIPPING OF PACKAGE TO INTERNAL SYSTEMS	26.69	202964
32	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 3 KEYS FOR GSOC	20.64	203452
33	GENERAL FUND	100717	INTERNAL REVENUE SERVICE	IRS-PATIENT CENTERED RESEARCH FEE 5231 AVG 2016	11351.27	203964
34	GENERAL FUND	136112	HUEY, NATALIE	INS REFUND TO RETIREE-COVERAGE TERMINATED 6/1/2017	58.96	202998
35	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. J. Austin for IPAC Membership Fee	75.00	203037

36	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb T McDonald for ASTD Mtg. on 6/26/17	25.00	203688
37	PERSONNEL BOARD ADMIN	136027	JONNA EDWARDS	Reimb. J. Edwards for memorial from PBJC	124.39	203530
38	PERSONNEL BOARD TESTING	118898	JOHN CONLEY	2017 Police Chief Dev Assessor J Conley	183.47	202835
39	PERSONNEL BOARD TESTING	135785	PRISCILLA MINENGER	2017 May Assmnt. Assessor - P Minenger 05/14-18/17	142.12	203516
40	PERSONNEL BOARD TESTING	136018	NICK IBACACHE	2017 May Assess Assessor-N Ibacache 05/14-18/17	348.16	203507
41	PERSONNEL BOARD TESTING	136019	HAROLD KANTER	2017 May Assmt. Assessor - H Kanter 05/14-18/17	221.70	203510
42	PERSONNEL BOARD TESTING	136020	LESTER LEDGISTER JR	2017 May Assmt. Assessor-L Ledgister 05/14-18/17	132.49	203512
43	PERSONNEL BOARD TESTING	136021	TIA LEWIS	2017 May Assmnt. Assessor - T Lewis 05/14-18/17	544.98	203514
44	PERSONNEL BOARD TESTING	136152	MALAICA EDWARDS	2017 May Assessment Assessor-M Edwards 5/14-18/17	134.63	203503
45	PROBATE CT-ELECTION	100587	JEFF CO TREASURER	SPECIAL HOUSE DIST 58 - LIST OF QUALIFIED ELECTORS	1395.75	202494
46	PUMP STATIONS	100193	JEFFERSON CO TREASURER	Gatorade;WATER;NOZZLE;FILTER;ADEM RENEWAL;FUSES;	361.82	202019
47	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BATTERY;KEYS;WRAP;TAPE;HOOKS;BELT;FUSES;LATCHES;	327.39	204129
48	REVENUE	100193	JEFFERSON CO TREASURER	C. Lewis mileage 0308-030917-Pratville-CROAA Class	179.76	198113
49	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE-W SToudenMIRE,AUDITOR (MAY)	89.35	202094
50	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CDL RENEWAL, HERBICIDE, OIL DRY, SUPPLIES	364.82	203847
51	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	MARKING PAINT, GEAR OIL & LUBE - CAMP BESSEMER	132.44	203634
52	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CERTIFIED MAIL, FLASHDRIVES, SPRAYER	227.82	202595
53	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH:SR SVCS DEMENTIA TOUR_SUPPLIES	61.40	203809
54	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	PETTY CASH: SR SVCS_MS. SENIOR PAGEANT PROGRAMS	27.98	203811
55	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	AIR FILTER	20.44	203108
56	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	MICROWAVE OVEN FOR DISPATCH, NEW CDL FOR A. CLARK	139.00	203458
57	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	CDL'S & LIGHT BULBS FOR ADMIN ELEATOR & BLDG	82.50	201732
58	SEWER SURVEY	100193	JEFFERSON CO TREASURER	CHEST WADERS	320.26	204132
59	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	BAG ICE DUE TO ICE MACHINE DOWN	26.90	201885
60	SF ENFORCEMENT - BHAM	100128	JEFF CO DEPUTY TREASURER	FUEL FOR PRESSURE WASHER	3.00	200829
61	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIM P SERIAN TRVL 5-7/5-12-17	147.68	201361
62	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	MDP TO HDMI CABLE LAPTOP CO FOR PRESENTATIONS	39.99	200465
63	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	FLEA SPRAY NEEDED FOR EVICTIONS SET OUT	27.64	201872
64	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRVL REIM FOR A WOODARD TRVL 4-23/4-28-17	0.30	201360
65	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for BZA Board lunch June 26, 2017	84.45	203493
66	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for June 8, 2017 food for BZA Board Mtg	63.92	202259

67	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	petty cash for training May 26,2017	59.11	200373
68	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for June 8, 2017 food for BZA Board Mtg	53.41	202262
69	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for BZA Board Meeting 6/26/17	44.45	203489
70	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash for June 8, 2017 lunch for BZA Board Mt	17.99	202256
71	TAX ASSESSOR STATE BESSEMER	100128	JEFF CO DEPUTY TREASURER	Hanging file folders, hooks, sorters	50.85	202387
72	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	3 POLE 6AMP MINI BREAKER	80.00	202651
73	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner file for chainsaw chain jugs pipe fit	751.12	204109
74	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Lochinvar PLT3400 Service Ignitor	260.48	201224
75	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	CHAIN AND CONNECTING LINKS	260.16	203104
76	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	FITTINGS AND HOSE FOR ASSEMBLED HYD. HOSES	115.66	203107
77	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TUBE & WHEEL LINER	65.39	203102
78	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BOLTS, WASHERS, NUTS	49.50	203110
79	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	wheels	19.98	203100
80	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	BATTERY; KEYS; OIL; FLAT BAR; MEDICAL SUPPLIES;	353.96	202109
81	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	DIVIDERS; NOTEBOOKS; KEYS; POWER SUPPLY; BOLTS & NUTS;	262.63	204130
82	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	OFFICE SUPPLIES/SHAMPOO FOR RESIDENTS	84.84	201750
83	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE FOR RESIDENTS MEDICATION	23.75	203781
84	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	TRAINING FOR NEW HIRES	360.00	202885
85	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniform Jackets for New Hire	72.00	203415
86	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	POWER CORDS FOR NEW COMPUTERS	21.00	204111
Grand Total					\$25,812.78	

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above Unusual Demands be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-482
PURCHASING DIVISION AGENDA REPORT
For Week of 06/09/17 - 06/15/17
Committee Meeting JULY 11, 2017
For Commission Approval
JULY 13, 2017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED.

RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED JUNE 16, 2017

1. RECOMMENDED FOR ENVIRONMENTAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CONSOLIDATED PIPE & SUPPLY, BIRMINGHAM, AL TO RENEW BID FOR PIPE SUPPLIES FOR WWTP FOR THE PERIOD OF 07/28/2017 - 07/27/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID# 52-16

REFERENCE MUNIS BID# N/A

2. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TRIDENT BEVERAGES, ELMORE, AL TO RENEW BID FOR BEVERAGES, JUICES, TEA AND COFFEE FOR THE PERIOD OF 10/01/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID# 129-15

REFERENCE MUNIS BID# N/A

3. RECOMMENDED FOR YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM WATER WAY DISTRIBUTING CO. INC., BIRMINGHAM, AL TO RENEW BID FOR BOTTLED WATER, CUPS AND COOLER RENTAL FOR THE PERIOD OF 10/01/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID# 131-15

REFERENCE MUNIS BID# N/A

4. RECOMMENDED FOR YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM FLOWERS BAKING COMPANY OF BIRMINGHAM, LLC, BIRMINGHAM, AL TO RENEW BID FOR FRESH BREAD AND ROLLS FOR THE PERIOD OF 10/01/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID# 133-15

REFERENCE MUNIS BID# N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 06/16/17 - 06/22/17

Committee Meeting JULY 11, 2017

For Commission Approval

JULY 13, 2017

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

PREPARED JUNE 23, 2017

1. RECOMMENDED FOR SHERIFF'S OFFICE FROM THE GRAPHIC STOP, BIRMINGHAM, AL TO AWARD BID FOR LAW ENFORCEMENT GRAPHICS FOR THE PERIOD OF 07/24/2017 - 07/23/2020. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID# 102-17
REFERENCE MUNIS BID# N/A

2. RECOMMENDED FOR GENERAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM INTERBORO PACKAGING CORP, MONTGOMERY, NY TO AWARD BID FOR DISPOSABLE CAN LINERS FOR THE PERIOD OF 07/13/2017 - 07/12/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID# 107-17
REFERENCE MUNIS BID# N/A

PURCHASING DIVISION AGENDA REPORT
For Week of 06/23/17 - 06/29/17
Committee Meeting JULY 11, 2017
For Commission Approval
JULY 13, 2017

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

PREPARED JUNE 30, 2017

1. RECOMMENDED FOR SHERIFF'S OFFICE, YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER CO., INC., FUQUAY VARINA, NC, TO AWARD BID FOR LADIES UNDER GARMENTS FOR THE PERIOD OF 07/13/2017 - 07/12/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #81-17
REFERENCE MUNIS BID #17066

2. RECOMMENDED FOR SHADES LINE MAINTENANCE FROM LATTA PLUMBING SERVICE, INC., GARDENDALE, AL, TO AWARD BID FOR PLUMBING EQUIPMENT MAINTENANCE FOR THE PERIOD OF 07/13/2017 - 07/12/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #87-17R1r
REFERENCE MUNIS BID #17069

3. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BUFFALO ROCK, BIRMINGHAM, AL; COCA COLA, BIRMINGHAM, AL; REGIONAL PRODUCE, BIRMINGHAM, AL, TO AWARD BID FOR BOTTLED/CANNED BEVERAGES FOR THE PERIOD OF 07/13/2017 – 07/12/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #103-17R
REFERENCE MUNIS BID #N/A

4. RECOMMENDED FOR CAHABA RIVER WWTP AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM WITTICHEN SUPPLY COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR AIR CONDITIONERS FOR THE PERIOD OF 07/13/2017 – 07/12/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #106-17R
REFERENCE MUNIS BID #17083

5. RECOMMENDED FOR INFORMATION TECHNOLOGY FROM DELL MARKETING, LP, ROUND ROCK, TX, TO RENEW BID FOR THE PURCHASE OF MICROCOMPUTER AND PERIPHERAL EQUIPMENT FOR THE PERIOD OF 07/01/2017 – 06/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)

REFERENCE BID #26-16
REFERENCE MUNIS BID #N/A

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above Purchasing Division Agenda Reports be approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-483

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT (S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 06/09/17 – 06/15/17, 06/16/17 – 06/22/17, and 06/23/17 – 06/29/17, BE AND HEREBY ARE APPROVED.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above Encumbrance Report(s) be approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-484

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Budget Transactions Report upon the recommendation of the Budget Management Office be approved.

Other Budget Transactions:

Information Technology \$330,000.00
Shift funds from Information Technology General Fund (\$155,000.) to the Capital Fund & add a purchasing memorandum to purchase cubicles. Also, shift funds from Information Technology General Fund (\$175,000.) to the Capital Fund to repair and renovate the cell towers.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above Budget Transactions Report(s) be approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-485

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- a) Regions Bank Visa Statement - Closing Date May 30, 2017.
- b) Regions Bank Visa Statement – Closing Date June 30, 2017.
- c) Jefferson County Employee Credit Union – Closing Date June 2, 2017.

d) Jefferson County Employee Credit Union – Closing Date July 3, 2017.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above Credit Card Statements be hereby ratified. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-486
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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-018 Willie C. and Kathy Burnett, Jamie Burnett, and Jason E. Barnett, owners; Willie C. Burnett, agent requests a change of zoning of Parcel ID#s 42-20- 2-000-002.000, 001.028, and 001.001 in Sec 20 Twp. 20 Range 4 West from R-1 (Single Family) with covenants to A-1 (Agriculture) to consolidate zoning and for compliance. (Site Only: 7534 Bluff Ridge Road, 4781 Colonial Trace, and 7542 Bluff Ridge Road, Bessemer, AL 35022)(BLUFF RIDGE)(15.13 Acres M/L) be approved with the following covenants.
Recommended approval with covenant: No mobile Homes will be permitted on the property and the only allowance for livestock will be limited to horses.

Approved by the Jefferson County Commission this 13th day of July, 2017.
Recorded in Minute Book: 171
Page(s): 238 - 239

Attest:
Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Owner/Applicant, Willie C. Barnett approached to speak in objection to the recommended covenants. Commissioner David Carrington stated that out of respect for the owner, he would remove his motion to move for approval with covenants. Commissioner Sandra Little Brown then removed her second to the motion, to allow Mr. Barnett to speak to the case.

Mr. Barnett stated that he was unaware that they would not be allowed to have livestock on the property, with the exception of horses. He states that in the future, he would not want his children and family to be limited to that restriction.

Commissioner David Carrington explained that if the covenant was removed that he would object the approval of zoning. However, if the covenant stays in place, he would move for approval and the family would be allowed to come back at any time in the future to request the case be heard to remove the covenant. With that said Mr. Barnett agreed to the covenant and to move forward with the approval of the case.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-487
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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-019 Shirley Ann Brasfield, owners; James Kirk Farrell, agent requests a change of zoning of part of Parcel ID# 16-15-0-000-025.000 and 023.000 in Sec 15 Twp. 16 Range 5 West from I-2 (A) (Industrial), C-1 (Commercial) and A-1 (Agriculture) in order to subdivide the property into three (3) lots, resulting in “proposed lot 2” to be rezoned to C-1 (Commercial) for a general retail store (Dollar General); and, “proposed lot 3” to be rezoned to A-1 (Agriculture) for compliance for residential property. “Proposed lot 1 is to retain existing A-1 (Agriculture) zoning and is not part of this rezoning request. (Site Only: 4589 and 4585 Porter Road, Quinton, AL 35130)(WEST JEFFERSON)(3.62 Acres M/L) be approved.

Recommended approval with contingency: The building design is subject to the approval of the Mayor of West Jefferson.

The above mentioned case was approved by the Jefferson County Commission without contingency based on confirmation from the Department of Developmental Services that the contingency was previously met.

Approved by the Jefferson County Commission this 13th day of July, 2017.

Recorded in Minute Book: 171

Page(s): 239 - 240

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be hereby approved without contingency. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-488

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (Beverage Case B-2017-006) 3340 Olive, Inc., LLC, applicant: Musarat Afzal, president, d/b/a Mount Olive Grocery, requests approval of a transfer of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 07-32-4-000-018.000 in Sec 32 Twp. 15, Range 3W. Zoned C-1 (Commercial) (Site Location: 3340 Mount Olive Road, Mount Olive, 35117) (MOUNT OLIVE) be approved.

Approved by the Jefferson County Commission this 13th day of July, 2017.

Recorded in Minute Book: 171

Page(s): 240

Attest:

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that by unanimous consent the following item(s) be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-489
Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and the City of Bessemer in the amount of \$4,500.00. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with the City of Bessemer proposed McAshan Drive roadway improvement project in the City of Bessemer. The relocation construction work to be done by STATE contractor. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its roadway improvement contract.

A fully executed copy of this agreement was not available in the Minute Clerks Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-490

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Oak Grove Memorial Park in the amount of \$3,000.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Oak Grove Memorial Park and Recreation, Inc. ("Oak Grove Memorial Park"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Oak Grove Memorial Park is a 501(c)(3) organization and is a community park that serves the western area of Jefferson County, including a youth football program; and

WHEREAS, Oak Grove Memorial Park meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$3,000.00 to Oak Grove Memorial Park, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2018.
2. The County shall pay to Oak Grove Memorial Park a lump sum payment of \$3,000.00 upon execution of this agreement.
3. Oak Grove Memorial Park shall use the public funds to assist in the purchase of 26 new helmets and the reconditioning of 58 helmets for the use of the youth football program.

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

4. Oak Grove Memorial Park shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 30, 2018, whichever shall occur first.
5. Oak Grove Memorial Park 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 Oak Grove Memorial Park for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Oak Grove Memorial Park representative signed below certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Oak Grove Memorial Park representative signed below certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member any of them, including federal, state, county, And municipal and any agency or subsidiary of any such government: and further certifies that neither Oak Grove Memorial Park nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee

of the governing body of the County or any other public official or public employee, in any manner whatsoever. to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Oak Grove Memorial Park 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

Date 7/13/17

James A. Stephens. President
Jefferson County Commission

OAK GROVE MEMORIAL PARK AND RECREATION. INC.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-491

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and West Publishing Corporation to provide online legal research in the amount of \$2,370.00.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-492

RESOLUTION

BE ITRESOLVED BY THE JEFFERSON COUNTY COMMISSION that the probate court fee reimbursement claim of Dennis Maxwell is hereby denied.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-493

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Sorenia Austin in the amount of Twelve Thousand Three Hundred Twenty Eight and 29/100 (\$12,328.29) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized to issue a check made payable to Sorenia Austin in the amount of \$12,328.29 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-494

RESOLUTION

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

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-495

RESOLUTION

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

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-496

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Scotty Moates in the amount of Three Thousand Three Hundred Eight and 80/100 (\$3,308.80) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized to issue a check made payable to Scotty Moates in the amount of \$3,308.80 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-497

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Cathy Mooney in the amount of Eight Hundred and no/100 (\$800.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized to issue a check made payable to Cathy Mooney in the amount of \$800.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-498

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Cedric Griffin, on behalf of Tele-Vac, in the amount of One Thousand Nine Hundred Thirty Six and no/100 (\$1,936.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized to issue a check made payable to Cedric Griffin, on behalf of Tele-Vac in the amount of \$1,936.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-499

RESOLUTION

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

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-500

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Mitchell 1 for Software License and Subscription of Heavy Truck Diagnostic Software in the amount of \$4,751.53.

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT NO. CON-00009408

MITCHELL1 PRODEMAND SOFTWARE LICENSE AND SUBSCRIPTION

TIDS AGREEMENT entered into_ day of 2017, by and between Jefferson County Alabama hereinafter called "the County", and Mitchell1, hereinafter called the "Contractor", located at 25029 Network Place-Chicago, IL 60673-1250. The effective date of this agreement shall be June 1, 2017.

WHEREAS, the County desires to contract for ProDemand software license and subscription for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** Contractor to provide software subscription and licensing for concurrent users.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on May 31, 2018.
4. **COMPENSATION:** County agrees to pay Contractor \$4,751.53.
5. **PAYMENT TERMS:** Contractor will invoice the County for the entire amount due to cover the annual renewal. Invoices are due 30 days after the date of the invoice.
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 Offerer 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-contractor(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.
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.
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.

18. **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.

19. **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 in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

20. **LIMITATION OF LIABILITY**

Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement County hereby agrees that Contractor total liability to County for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to Contractor during the previous 12-month period. Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, in no event shall either Contractor or County be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

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

22. **COMPETING CLAUSES:** To the extent that there are conflicting or competing terms, the terms of this, the County's agreement, shall control over the terms of any and all current or future exhibits and amendments.

23. **Act 2016-312:** Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

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 A. Stephens PRESIDENT

Ken O'Brien

MITCHELL1

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-501

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and the Town of Morris for Roadway Services to stripe Westland Lane in the Town of Morris in the amount of \$2,584.92 (Revenue).

STATE OF ALABAMA)

JEFFERSON COUNTY)

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this 13th day of July, 2017, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the Town of Morris, (hereinafter called "Morris").

WHEREAS, Westland Lane (limits as stated in the Schedule of Work) located within the Town of Morris have been determined by Morris to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, Morris desires to contract with the County to purchase certain roadway maintenance services from the County; and

WHEREAS, the County and Morris desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, Morris and County do mutually agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed by its own forces but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto. This contract will terminate on December 29, 2017.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor material and equipment price terms which are attached hereto as Schedule of Work. Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, Morris shall pay to the County \$2 ,584.92, the agreed upon amount in the Scope of Work.

This amount is the only amount due to the County for the Project as outlined in the Schedule of Work.

Section 4. No Inference of Control. Neither the County's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary. The County will not assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except for issues related to workmanship for up to one (1) year from the date of completion.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder. This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse Morris the difference between advance payments received by the County for materials not used prior to the effective date of the termination. Additionally, Morris agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (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. Anything in this Agreement to the contrary notwithstanding, the County may immediately suspend any and all work to be performed hereunder in the event that the County is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 10. Force Majeure. The County is not responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of Morris and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA
JAMES A. (Jimmie) STEPHENS, President

TOWN OF MORRIS, ALABAMA
JOE PYLANT, Mayor

A fully executed copy of this agreement not available in the Minute Clerks Office at the time of this recording.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and the City of Birmingham for the purpose of cost sharing between Birmingham, Hoover, Irondale, Leeds, Mt. Brook, Vestavia Hills, BWWB, JeffCo., and Shelby County for a study on Grants Mill Corridor in the amount of \$60,000.00.

JEFFERSON COUNTY)
STATE OF ALABAMA)

AGREEMENT TO
SHARE RESPONSIBILITIES
(Cost Sharing Agreement)
Grants Mill Road Corridor Study

The CITY OF BIRMINGHAM, ALABAMA (Birmingham), a municipal corporation, the CITY OF HOOVER, ALABAMA (Hoover), a municipal corporation, the CITY OF IRONDALE, ALABAMA (Irondale), a municipal corporation, the CITY OF LEEDS, ALABAMA (Leeds), a municipal corporation, the CITY OF MOUNTAIN BROOK, ALABAMA (Mt. Brook), a municipal corporation, the CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), a municipal corporation, the BIRMINGHAM WATER WORKS BOARD (BWWB), a municipal board, JEFFERSON COUNTY, ALABAMA (Jeff.Co) and SHELBY COUNTY, ALABAMA (Shelby Co.). Enter into this agreement on the ____ day of _____, 2015. The provisions of this agreement shall become effective _____, 2015.

WHEREAS, Birmingham, Hoover, Irondale, Leeds, Mountain Brook, Vestavia Hills, BWWB, JeffCo., and Shelby Co. desire to enter into this Agreement to fund a study of the Grants Mill Road Corridor ("Grants Mill Road Corridor Study").

WHEREAS, the purpose of this Study is to consider alternative corridors to realign Grants Mill Road from SR-119 to 1-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph (the "Project").

WHEREAS, the study will look at multiple corridors, each approximately 1000 feet wide, for possible alternative locations.

WHEREAS, the desired outcome of the study is to present a preferred alternate route for the potential relocation of Grants Mill Road between 1-459 and SR-119 (Cahaba Valley Road).

WHEREAS, the Project encompasses multiple jurisdictions, including Birmingham, Hoover, Irondale, Leeds, Mountain Brook, and Vestavia Hills, JeffCo., and Shelby Co.; and '

WHEREAS, the parties desire to divide the Preliminary Engineering and Consultant costs of the Project as follows: Birmingham will contribute the sum of \$560,000 and each other entity will contribute the sum of \$60,000. Payments will be due in two (2) equal installments in FY 2014-2015 and FY 2015-2016. The first payment will be due and payable in the calendar month following the execution of this

Agreement and the second payment will be due and payable one (1) year thereafter by each governmental entity that is a party hereto. The payment due from each governmental entity may be adjusted downward after the selection of the Firm that will complete the Grants Mill Road Corridor Study has been made and the cost of same ascertained; however, the reduction shall be limited on a pro rata basis (1/9th) of \$60,000; and

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

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

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

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

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies herein; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a Cost Sharing Agreement in accordance with Alabama Code §41-16-50 (b), §11-102-1, et seq., and Act 1969-916 of the Acts of Alabama, in order to fund a study of the Grants Mill Road Corridor the purpose of determining possible solutions to the traffic congestion existing in the U.S. Highway 280 corridor between SR-119 and I-459 by considering alternative corridors to realign Grants Mill Road from SR- 119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph.

IN CONSIDERATION OF THE PREMISES stated herein the parties mutually agree as follows:

1. PURPOSE: The Parties agree to jointly undertake the Project as a collaborative effort, by the governmental entities that are signatory hereto, for the purpose of determining possible solutions to the traffic congestion existing in the U.S. Highway 280 corridor between SR-119 and I-459 by considering alternative corridors to realign Grants Mill Road from SR-119 to I-459 with a new facility capable of carrying the design year projected traffic volumes at speeds of 55 mph. The study will look at multiple corridors, each approximately 1000 feet wide, for possible alternative locations. The desired outcome of the study is to present a preferred alternate route for the potential relocation of Grants Mill Road between I-459 and SR-119 (Cahaba Valley Road).

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

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

b. Birmingham will select an engineering consultant, prepare the scope of work, and negotiate the fee for the production of construction plans. The selection will be made pursuant to the Alabama Department of Transportation's approved process for the provision of professional services.

c. The aggregate cost of the Project shall not exceed \$1,040,000.00. Birmingham will contribute the sum of \$560,000.00 and each other entity will contribute the sum of \$60,000.00. Payments will be due in two (2) equal installments in FY 2015-2016 and FY 2016-2017. The first payment will be due and payable in the calendar month following execution of this Agreement and the second payment will be due and payable one (1) year thereafter by each governmental entity that is a party hereto. The payment due from each party may be adjusted downward after the selection of the Firm that will complete the Grants Mill Road Corridor Study has been made and the costs of the Project ascertained; however, any such reduction shall be limited on a pro rata basis (1/9th) of \$60,000.00.

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

e. All advertising costs incurred by Birmingham on behalf of the Cost Sharing Agreement shall be paid in equal proportion from the funds provided by each party.

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

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

IV. IMPLEMENTATION: The parties agree as follows:

a. Birmingham will assume responsibility for the management of the Project and will be the Project Coordinator.

b. The contact person for the City of Birmingham will be:

Mr. Andre Bittas
Planning Engineering and Permits
City of Birmingham, City Hall, Room 207
710 20th Street North
Birmingham, AL 35203
andre.bittas@binninghamal.gov
(205) 254-2336

c. The parties expressly agree that the parties do not assume any risk or future liability, or any future responsibility for any portion of Project not located within the party's jurisdiction.

d. Except as expressly provided in this agreement. No party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.

e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.

f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.

g. This Cost Sharing Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Approval by a county governing body, other governmental subdivisions and public corporations shall be by adoption of a resolution. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

h. Prior its entry into force, the executed Agreement between the parties shall be filed by Birmingham with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State.

V. IMMIGRATION LAW COMPLIANCE:

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

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

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

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

VI. TERMINATION:

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

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

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

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

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor
ATTEST: City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney

CITY OF HOOVER, ALABAMA

October 5, 2015

Gary Ivey, Mayor
ATTEST: Margie Handley, City Clerk

CITY OF IRONDALE, ALABAMA

October 8, 2015

Tommy Alexander, Mayor
ATTEST: City Clerk

CITY OF LEEDS, ALABAMA

David Miller, Mayor
ATTEST: City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

Lawrence Terry Oden, Mayor
ATTEST: City Clerk

CITY OF VESTAVIA HILLS, ALABAMA

Alberto C. Zaragoza, Mayor
ATTEST: City Clerk

Jeff Downes, City Manager
ATTEST: City Clerk

BIRMINGHAM WATER WORKS BOARD

Ronald A. Mims, President
Birmingham Water Works Board

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. (Jimmie) Stephens, President
Jefferson County Commission
ATTEST: Millie Diliberto

SHELBY COUNTY, ALABAMA

Rick Shepherd, Chairman
Shelby County Commission
ATTEST:

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify and authorized the execution of a Memorandum of Understanding (MOU) between Jefferson County, Alabama and the City of Fairfield, Alabama for debris removal.

STATE OF ALABAMA)

JEFFERSON COUNTY)

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JEFFERSON COUNTY
COMMISSION AND
THE CITY OF FAIRFIELD, ALABAMA
REGARDING REQUEST FOR ASSISTANCE WITH DEBRIS REMOVAL

WHEREAS, State of Alabama law authorizes local governments to contract with each other to provide services; and

WHEREAS, Jefferson County has experienced significant damage due to the impact of tornados on June 22, 2017: and

WHEREAS, City of Fairfield is a Municipality located in Jefferson County and is not equipped to effectively perform debris removal operations; and

WHEREAS. The Municipality is in need of aid and will apply for aid, if available, from both FEMA and the State of Alabama through a special fund created by Governor Bentley for the purposes of paying the non-federal cost share for debris removal within the Municipality; and

WHEREAS, the Municipality by this agreement does hereby assign Jefferson County all its right, title and interest in and to said reimbursed funds; and

WHEREAS, the undersigned Municipality finds it to be in their best interest to have a Memorandum of Understanding with Jefferson County to perform debris operations on their behalf, as it is unable to effectively remove debris from the roads and right-of-ways within its jurisdiction: and

WHEREAS, the undersigned Municipality expressly gives Jefferson County Commission and its debris removal staff authority to enter into its jurisdictional boundaries to perform debris removal service; and

WHEREAS, the undersigned Municipality acknowledges that said authority is given to Jefferson County employees, agents, assigns and contractors.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree to as follows:

1. Jefferson County hereby agrees to provide debris removal services through its employees and/or its debris removal contractors for the purposes of removing debris within the municipal limits of the Municipality caused by the most recent tornado outbreak. The subject pickup will consist of one pass for

the debris placed on the roadway right-of-way on or before July 13, 2017. Property owners should place debris on right-of-way separated into the following categories:

BURNABLE NON-BURNABLE HAZARDOUS TOXIC Trees, limbs, timber and wood products
Rubber products, plastic glass, metal, sheetrock, cloth, masonry, appliances Petroleum products, paint, asbestos, electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

2. The aid rendered shall be limited to the available personnel and equipment not required to meet the needs of Jefferson County. The judgement of the Jefferson County Engineer or his designee shall be final as to the personnel and equipment so available.
3. Personnel dispatched to aid another jurisdiction shall remain employees of the Jefferson County contractor and shall work under the supervision of the Jefferson County Engineer or his designated agent. Jefferson County retains the right to withdraw any and all aid rendered upon direction of the Jefferson County Engineer.
4. Jefferson County assumes NO LIABILITY.
5. Jefferson County will be responsible for maintaining all documentation. Said documentation shall specify the jurisdiction in which work is performed.

JEFFERSON COUNTY, ALABAMA
JAMES A. STEPHENS, President

CITY OF FAIRFIELD, ALABAMA
Ed May, II, Mayor

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-504

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED
PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED;

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Womack Road Sewer Protection Project Tracts No. 1, 18, and 19. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.
2. It is necessary and in the public interest for Jefferson County, Alabama to

Construct, install and maintain Womack Road Sewer Protection Project - Tracts No. 1, 18, and 19 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, there over, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Womack Road Sewer Protection Project- Tracts No. 1, 18, and 19 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Rita A. Thomas 6615 Womack Road
Pinson, AL 35126-6109
Fee
AmSouth Bank
P.O. Box 830721 Birmingham, AL 35283
Mortgage

A variable width Temporary Construction Easement, more particularly described as follow:

Begin at the Northwesterly comer of Lot 48A of "A Re-subdivision of Lots 48, 49 & 50 of the Amended Map, Cosby Hills First Addition as recorded in Map Book 155 , Page 8 in the Office of the Judge of Probate, Jefferson County, Alabama and run Southeasterly along the Southwesterly lot line of said lot 48A

a distance of 137 feet to the Southwesterly comer of said lot 48A; thence turn left and run Northeasterly along the Southeasterly line of said lot 48A a distance of 47 feet, thence tum right and run Southeasterly along the Southerly line of said lot 48A a distance of 109 feet, more or less to the Southeasterly comer of said lot 48A; thence tum left and run Northerly along the Easterly line of said lot 48A a distance of 94 feet; thence tum left 113°03' 52" and run Southwesterly a distance of 140 feet; thence tum right 90° and run Northwesterly a distance of

71 feet, more or less to the Northwesterly line of said lot 48A; thence turn left and run Southwesterly along said Northwesterly line a distance of 36 feet, more or less to the Point of Beginning.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway rights-of-way or outside the boundaries of the Grantor's property.

All of said Temporary Construction Easement lies in Section 27, Township 15 South, Range 1 West, the Temporary Construction Easement contains 0.198 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

Tract 18

David & Kay Simmeth 3240 Castera Ave.

Glendale, California 91208

Site Address: 6517 Womack Road Pinson, Alabama 35126

Fee

American Internet Mortgage, Inc. 4121 Camino Del Rio South

San Diego, CA 92108

Mortgage

A 35 foot Temporary Construction Easement lying Northwesterly of, parallel to and abutting the Southeasterly lot line of Lot 60, Amended Map, Cosby Hills First Addition as recorded in Map Book 120, Page 19 in the Office of the Judge of Probate, Jefferson County, Alabama.

Less and except any portion of the Temporary Construction Easement that lies within existing Roadway rights-of-way or outside the boundaries of the Grantor's property.

All of said Temporary Construction Easement lies in Section 27 and 34, Township I 5 South, Range I West, and the Temporary Construction Easement contains 0.039 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

Tract 19

James E. Melton Owner

6511 Womack Road

Pinson, AL 35126

The Bank of New York Mellon FKA the Bank of New York, as Trustee for the certificate holders of the CWABS, Inc., asset-backed Certificates, series 2006-13

I01 Barclay St. - 4W
New York, NY 10286 Mortgage
Original Lender:

Countrywide Home Loans, Inc. 4500 Park Granada
MSN# SVB - 314
Calabasas, CA 91302-1613

A 25 foot Temporary Construction Easement lying Northwesterly of, parallel to and abutting the Southeasterly lot line of Lot 61, Amended Map, Cosby Hills First Addition as recorded in Map Book 120, Page 19 in the Office of the Judge of Probate, Jefferson County, Alabama.

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

All of said Temporary Construction Easement lies in Section 34, Township 15 South, Range 1, West, and the Temporary Construction Easement contains 0.017 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the Grantor.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-505

RESOLUTION

A RESOLUTION IDENTIFYING MISCELLANEOUS AND SURPLUS
COUNTY EQUIPMENT, AUTHORIZING THE DISPOSAL OF SAID
EQUIPMENT BY WAY OF SALE VIA ONLINE AUCTION,
MUNICIPAL SALES, AND/OR SALVAGE YARD SALES

WHEREAS, the county Fleet Manager has determined the following Rolling stock to be surplus and of no further use to the County.

WHEREAS, the rolling stock to be deemed surplus is identified beginning with this and the adjacent pages.

WHEREAS, the Fleet Manager of Jefferson County be and hereby is authorized to execute all documents to effect this disposal.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the attached list of assets be deemed surplus and approved for disposal.

MISCELLANEOUS EQUIPMENT

ID	Mileage	Serial Number	Equipment Type	Description	Asset Number	Year
NONE	N/A		EQUIP TRANSPORT TRAILER	TANDEM AXLE TRAILER 21 FOOT LONG	NONE	Unknown
M- 37	N/A		EQUIP TRANSPORT TRAILER	TRI-AXLE LOWBOY DOVE TAIL	NONE	Unknown
NONE	N/A		EQUIP TRANSPORT TRAILER	TRI-AXLE DOVE TAIL TRAILER 24 FOOT LONG	NONE	Unknown
Z051201	N/A	4MNFP162851000279	EQUIP TRANSPORT TRAILER	TANDEM AXLE DOVE TAIL TRAILER 22 FOOT LONG	NONE	2005
NONE	Unknown		CAT TA50RT	MAN LIFT WITH BASKET	NONE	Unknown

CARS, PICKUPS TRUCK, AND VANS

ID	Mileage	Serial Number	Equipment Type	Description	Asset Number	Year
001213	56,360	1FAFP5329YA154573	00 FORD TAURUS	SEDAN 4 DR TAURUS 00	001597	2000
A003004	143,371	1FAFP5326YA214437	00 FORD TAURUS	SEDAN 4 DR TAURUS 00	001920	2000
A003112	165,421	1FAFP5321YA280250	00 FORD TAURUS	SEDAN 4 DR TAURUS 00	002673	2000
A005001	105,106	1FAFP5324YA236095	00 FORD TAURUS	SEDAN 4 DR TAURUS 00	002204	2000
A005602	49,584	2G1WF55K8Y9325621	00 CHEV IMPALA	SEDAN 4 DR IMPALA 00	001966	2000
A005701	66,321	1FAFP5328YA214438	00 FORD TAURUS	SEDAN 4 DR TAURUS 00	001951	2000
A006045	238,966	2FAFP71WXYX133210	00 FORD C V	SEDAN 4 DR C V G/W 00	001274	2000
A015001	92,636	2G1WF55K119351709	01 CHEV IMPALA	SEDAN 4 DR IMPALA 01	011546	2001
A015201	111,295	1FAFP52U41A200643	01 FORD TAURUS	SEDAN 4 DR TAURUS 01	010711	2001
A015202	64,325	2FMZA50451BC15907	01 FORD WINDST	VAN PASS 7 WINSTAR 01	011538	2001
A015203	194,593	1FAFP52U31A185374	01 FORD TAURUS	SEDAN 4 DR TAURUS 01	010511	2001
A023001	90,626	1FAFP53U12A178522	02 FORD TAURUS	SEDAN 4 DR TAURUS 02	020692	2002
A023219	158,417	1FAFP53U32A242379	02 FORD TAURUS	SEDAN 4 DR TAURUS 02	021391	2002
A025001	56,178	1FAFP53U42A194343	02 FORD TAURUS	SEDAN 4 DR TAURUS 02	020772	2002
A028202	97,144	2G1WF52E529387032	02 CHEV IMPALA	SEDAN 4 DR IMPALA 02	021524	2002
A028306	13,846	2B4KB25Y62K137679	02 DODG R2500	VAN PASS 8 R2500 02	021487	2002
A031101	144,039	2G1WF52E639331604	03 CHEV IMPALA	SEDAN 4 DR IMPALA 02	030924	2003
A031104	92,833	2G1WF52E739334950	03 CHEV IMPALA	SEDAN 4 DR IMPALA 02	030927	2003
A031206	132,174	2G1WF52E539332758	03 CHEV IMPALA	SEDAN 4 DR IMPALA 03	030929	2003
A031207	97,534	2G1WF52E939333279	03 CHEV IMPALA	SEDAN 4 DR IMPALA 03	030930	2003
A033203	69,167	1FMNE31L73HA81453	03 FORD E350	VAN PASS 8 E350 03	030960	2003
A035302	93,763	2G1WF52E639278872	03 CHEV IMPALA	SEDAN 4 R IMPALA 03	030620	2003
A036003	249,675	2FAFP71W73X107981	03 FORD C V	SEDAN 4 DR C V G/W 03	020062	2003
A036006	264,943	2FAFP71W53X109440	03 FORD C V	SEDAN 4 DR C V G/W 03	020065	2003
A036008	252,285	2FAFP71W03X110673	03 FORD C V	SEDAN 4 DR C V G/W 03	020067	2003

A036013	245,958	2FAFP71W93X107948	03 FORD C V	SEDAN 4 DR C V G/W 03	020072	2003
A036014	243,721	2FAFP71W13X107961	03 FORD C V	SEDAN 4 DR C V G/W 03	020073	2003
A036022	305,121	2FAFP71W13X107958	03 FORD C V	SEDAN 4 DR C V G/W 03	020081	2003
A036026	220,031	2FAFP71W83X107956	03 FORD C V	SEDAN 4 DR C V G/W 03	020087	2003
A036029	208,311	2FAFP71W13X107975	03 FORD C V	SEDAN 4 DR C V G/W 03	021312	2003
A036031	220,031	2FAFP71WX3X110678	03 FORD C V	SEDAN 4 DR C V G/W 03	021314	2003
A036033	285,107	2FAFP71W53X107977	03 FORD C V	SEDAN 4 DR C V G/W 03	021316	2003
A036034	258,595	2FAFP71W73X107964	03 FORD C V	SEDAN 4 DR C V G/W 03	021317	2003
A036054	267,625	2FAFP71W43X107971	03 FORD C V	SEDAN 4 DR C V G/W 03	021337	2003
A036055	244,673	2FAFP71W93X109294	03 FORD C V	SEDAN 4 DR C V G/W 03	021338	2003
61	278,810	2FAHP71W93X183775	03 FORD C V	SEDAN 4 DR C V G/W 03	030744	2003
A036063	288,882	2FAHP71W23X183777	03 FORD C V	SEDAN 4 DR C V G/W 03	030746	2003
A036065	234,845	2FAHP71W63X183779	03 FORD C V	SEDAN 4 DR C V G/W 03	030748	2003
A036069	202,568	2FAHP71W83X183783	03 FORD C V	SEDAN 4 DR C V G/W 03	030752	2003
A046003	283,683	2FAFP71W34X154202	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040645	2004
A046009	213,058	2FAFP71W54X154217	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040651	2004
ID	Mileage	Serial Number	Equipment Type	Description	Asset Number	Year
A046012	231,811	2FAFP71WX4X154200	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040653	2004
A046013	252,437	2FAFP71W54X154203	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040654	2004
A046015	296,991	2FAFP71W44X154211	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040656	2004
A046019	245,126	2FAFP71W34X154216	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040659	2004
A046021	262,023	2FAFP71W04X154223	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040661	2004
A046023	176,578	2FAFP71W64X154226	04 FORD C V G/W	SEDAN 4 DR C V G/W	040663	2004
A046030	265,023	2FAFP71W24X154210	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040668	2004
A046034	250,135	2FAFP71W94X154205	04 FORD C V	SEDAN 4 DR C V G/W 04	040642	2004
A046036	258,718	2FAFP71W94X154219	04 FORD C V G/W	SEDAN 4 DR C V G/W 04	040644	2004
A046037	282,270	1FBSS31L74HA82818	04 FORD E350	VAN PASS 15 E350 G/W 04	040670	2004
A056001	278,040	2FAFP71W05X100972	05 FORD C V G/W	SEDAN 4 DR C V G/W 05	040979	2005
A058103	55,886	1FAFP53U15A159442	05 FORD TAURUS	SEDAN 4 DR TAURUS 05	040895	2005
A058106	19,210	1FAFP53U65A262467	05 FORD TAURUS	SEDAN 4 DR TAURUS 05	050583	2005
A058107	35,132	1FAFP53U85A262468	05 FORD TAURUS	SEDAN 44 DR TAURUS 05	050585	2005
A058108	27,563	1FAFP53UX5A262469	05 FORD TAURUS	SEDAN 4 DR TAURUS 05	050586	2005
A066006	210,417	2FAFP71W96X113821	06 FORD C V	SEDAN 4 DR C V G/W 06	060158	2006
A066021	258,580	2FAFP71W86X115253	06 FORD C V	SEDAN 4 DR C V G/W 06	060242	2006
A066028	232,950	1FMPU15536LA73248	06 FORD EXPEDI	SUV AT2 EXPEDITION G/W 06	A066028	2006
A066042	272,778	2FAFP71W56X134715	06 FORD C V	SEDAN 4 DR C V G/W 06	060586	2006
A066058	276,617	2FAFP71W26X134736	06 FORD C V	SEDAN 4 DR C V G/W 06	060583	2006
A066211	257,712	2FAFP71W36X113815	06 FORD C V G/W	SEDAN 4 DR C V G/W 06	060188	2006
A076010	193,149	2G1WS55R279315948	07 CHEV IMPALA	SEDAN 4 DR IMPALA G/W 07	073518	2007
A076015	193,182	2G1WS55R979318703	07 CHEV IMPALA	SEDAN 4 DR IMPALA G/W 07	073523	2007
A076018	186,481	2G1WS55R179316783	07 CHEV IMPALA	SEDAN 4 DR IMPALA G/W 07	073526	2007
A076029	161,832	2B3KA43H37H758680	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	073542	2007
A076032	194,421	2B3KA43H97H758683	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	073549	2007

A076039	175,943	2B3KA43H47H775620	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	073669	2007
A076043	228,660	2B3KA43H87H771389	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005071	2007
A076044	195,062	2B3KA43H47H771390	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005072	2007
A076046	159,437	2B3KA43H67H843884	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005074	2007
A076051	136,363	2B3KA43H07H844268	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005091	2007
A076052	114,731	2B3KA43H27H844269	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005092	2007
A076053	179,787	2B3KA43H07H844271	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005093	2007
A076055	174,788	2B3KA43H47H845360	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005095	2007
A076056	169,685	2B3KA43H67H845361	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	16000005096	2007
A076057	155,860	2B3KA43H07H818365	07 DODG CHARG	SEDAN 4 DR CHARGER G/W 07	1600000099	2007
A084103	206,019	2FAPF71V88X118843	08 FORD C V	SEDAN 4 DR C V 08	16000005175	2008
A988601	50,489	1FAPF52U3WA174110	98 FORD TAURUS	SEDAN 4 DR TAURUS 98	981116	1998
A995201	120,727	1FAPF53U6XA253190	99 FORD TAURUS	SEDAN 4 DR TAURUS 99	001010	1999
B011402	178,053	3B7HF12Y91G203590	01 DODG 1500	PU 6K 4X4 1500 01	002249	2001
B013101	93,956	1B7HC16Y41S662537	01 DODG 1500	PU 6K 1500 01	001533	2001
B013301	108,293	3B7HF12Y91G199945	01 DODG 1500	PU 6K 4X4 1500 01	001927	2001
B015301	212,891	1B7HC16Y11S670952	01 DODG 1500	PU 6K 1500 01	001611	2001
ID	Mileage	Serial Number	Equipment Type	Description	Asset Number	Year
B015302	141,104	1B7HC16YX1S676491	01 DODG 1500	PU 6K 1500 01	001612	2001
B018301	70,287	1B7HC16Y61S739425	01 DODG 1500	PU 6K 1500 01	001943	2001
B033102	160,939	1D7HU16N33J640885	03 DODG 1500	PU 6K 4X4 1500 03	031433	2003
B991418	158,091	1B7HC16Y7XS242733	99 DODG 1500	PU 6K 1500 99	000172	1999
B993003	147,182	3B7HF12Y5XG186134	99 DODG 1500	PU 6K 4X4 1500 99	000184	1999
B993117	121,275	1B7HC16Y2XS209753	99 DODG 1500	PU 6K 4X4 1500 99	990577	1999
B993222	134,817	3B7HF12Y5XG174453	99 DODG 1500	PU 6K 4X4 1500 99	16000000758/ 000200	1999
C038304	124,500	1GCDM19X73B129292	03 CHEV ASTRO	VAN CARGO ASTRO 03	030704	2003
C048302	125,950	1FTNE24W14HB11116	04 FORD E250	VAN CARGO 8.6K E250 04	040712	2004
C048303	87,131	1FTNE24W34HB11117	04 FORD E250	VAN CARGO 8.6K E250 04	040713	2004
C048304	87,067	1FTNE24W54HB11118	04 FORD E250	VAN CARGO 8.6K E250 04	040714	2004
C988201	111,082	1GCDM19W3WB161331	98 CHEV ASTRO	VAN CARGO 98	981243	1998

MEDIUM/HEAVY TRUCK & EQUIPMENT

ID	Mileage/HRS	Serial Number	Equipment Type	Description	Asset Number	Year
C001501	110,511	1FDAF56F4YED32979	00 FORD F550	TRUCK 17K SVS F550 00	160000001157	2000
C001502	113,426	1FDAF56F8YED15103	00 FORD F550	TRUCK 17K SVS F550 00	160000001158	2000
C011501	140,495	1FDAF56F51EC74547	01 FORD F550	TRUCK 19K SVS F550 01	160000001580	2001
C011502	47,101	1FDAF56F31EC74546	01 FORD F550	TRUCK 19K SVS F550 01	160000001581	2001
C993105	101,987	1FDXE47S5XHA00789	99 FORD E450	VAN TV 99	990572	1999
D001405	112,229	1HTSDAAN6YH241929	00 INT 4900	TRUCK S F INT 00	000974	2000
D023105	95,503	1HTMMAAN02H518011	02 INT 4300	TRUCK S JET WASHER 02	020603	2002
D073106	134,419	1HTMKAAR77H473438	07 INT 4400	TRUCK S JET WASHER INT	073429	2007

D073108	84,661	1HTMKAAR97H473439	07 INT 4400	TRUCK S JET WASHER INT		2007
D981403	67,868	1HTSDAAR3WH541461	98 INT 4900	TRUCK S ASPHALT DIST 98	981140	1998
E011304	131,254	2WLPCD3J71K970443	01 WEST 4964FX	TRUCK T3 D WS 01	010311	2001
E013205	247,504	2WLPCD3J41K968648	01 WEST 4964	TRUCK T3 D WS 01	002389	2001
E903508	37,088	1GDT7D4Y8LV507568	90 GMC C7D064	TRUCK T TANK C7D064 90	E903508	1990
E993201	73,043	1HTGGAETOXH558139	98 INT 2574	TRUCK T D INT 99	981881	1998
E993202R	164,476	1NKDLB0X3XJ818987	99 KENW T800	TRUCK T D KENWORTH 99	990580	1999
F011414R	2,699	5BL02620	01 CAT 446B	BACKHOE LOADER 446B 01	010729	2001
F011417	936	S638	01 LEEB 1200S	MAINTAINER ASPHALT 1200S	010726	2001
F021415	3,518	5BL3106	02 CAT 446B	BACKHOE LOADER 446B 02	021505	2002
F903227	2,612	L02155R695311	90 JOHN 2155	TRACTOR MOWER 2155 90	F903227	1990
F961410	3,922	46003	96 CEDA CR451	PAVER ASPHALT CR451 96	970127	1996
F981320R	4,698	5BL01932	98 CAT 446B	BACKHOE LOADER 446B 98	000079	1998
M-625	2,701	5031M11299	86 BOBC 1600	LOADER SKID STEER 1600 86	M-625	1986
M-627	1,652	5DB01322	86 CAT F25	FORKLIFT ELECTRIC F25 86	M-627	1986
T001420	0	12726	00 DURA 125DJT	TRAILER POTHOLE PATCHER	010153	2000
T003110	0	20280A	00 SULL 250	COMPRESSOR AIR D25006JD	002505	2000
T991320R	0	12662	99 DURA 125DJT	TRAILER POTHOLE PATCHER	000540	1999

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-506

STATE OF ALABAMA)

JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System - Asset Management Program - 2015 AMP03 57th Place Sanitary Sewer Improvements project, such certified bids having been open on Wednesday, March 22, 2017 and listed as follows:

Contractor	Amount Bid
1. Cleary Construction, Inc.	\$ 4,774,738.00
2. Russo Corporation, Inc.	\$ 4,799,524.67
3. Global Construction & Engineering, Inc.	\$ 5,604,396.90
4. Baird Contracting Co., Inc.	\$ 6,110,161.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the Sanitary Sewer System - Asset Management Program - 2015 AMP03 57th Place Sanitary Sewer Improvements project be awarded to Cleary Construction, Inc. in the amount of \$4,774,738.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-507

STATE OF ALABAMA)

JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Engineering Services during Construction for Village Creek Wastewater Treatment Plant Energy and Process Optimization Improvements Project between Jefferson County and Hazen & Sawyer, P.C., in the amount of \$1,789,000.00.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-508

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the replacement of a gravity main sewer at the intersection of Mockingbird Lane and U.S. Highway 31 in the City of Gardendale.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-509

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the replacement of a gravity main sewer at the intersection of Weibel Drive and Alabama State Highway 5 in the City of Midfield.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-510

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the replacement of a gravity main sewer at the intersection of Springwood Street and Alabama State Highway 5 in the City of Midfield.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-511

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the replacement of a gravity main sewer at the intersection of Lloyd Noland Parkway and Interstate Highway 20/59 in the City of Fairfield.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-512

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

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

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-513

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the replacement of a gravity main sewer at the intersection of Woodward Road and Alabama State Highway 5 in the City of Midfield.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-514

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Kathy Woods to provide professional services for revenue cycle consulting for the contractor to provide assessment, training, and oversight of Cooper Green Mercy Health Services third-party reimbursement billing and collection operations.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-515

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Master Physician Staffing Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and the University of Alabama Health Services Foundation, P.C. (UAHSF) and Ophthalmology Services Foundation, P. C. (OSF), for physician services of Cardiology, Neurology, Rheumatology, Nephrology, Dermatology, Pain Management, Urology, Ophthalmology, Pulmonary and such other services as may be added from time to time to staff clinics in order to provide beneficiaries with quality and continuity of care. The total amount of the contract is \$2,400,000.00, for a period beginning February 1, 2017 and ending January 31, 2018.

An original copy of this Contract is on file for permanent record in the Minutes Clerk Office of Jefferson County.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-516

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and the UAB Board of Trustees to provide in-patient hospital services to the County's patients in the amount of \$16,248,600.00.

2016-2017 PREFERRED PROVIDER AGREEMENT COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.

1.2 Hospitals are acute care hospitals, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation of Healthcare Organizations.

1.3 Foundations are not-for-profit professional corporations incorporated under the laws of the State of Alabama. The Foundations employ physicians who work in the Hospitals and are members of the regular or part-time faculty of the School of Medicine of the University of Alabama.

1.4 The Hospitals and Foundations desire to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means health care services provided to Beneficiaries by Hospitals and Foundations, including but not limited to UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic of UAB Hospital, The Kirklin Clinic at Acton Road and other clinics or Hospitals and Foundations. Hospitals and Foundations will not be required to provide Covered Services to any Beneficiary that are not offered by Hospitals and Foundations or where there is limited capacity at the Hospitals or Foundations as determined by the Hospitals and Foundations. Exclusions to the Covered Services are outlined as Attachment A.

2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List or an Authorization number for services has been issued by the County. Parties agree that if a Beneficiary fails to renew its expired eligibility in a timely manner but is reissued eligibility, then such expired eligibility status shall be deemed continuous from the original eligibility expiration date to eligibility reissue date. County shall maintain the Approved Beneficiary List and shall furnish Hospitals and Foundations with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide a current list of Approved Beneficiaries on the 1st and 15th day of every month to Foundations and Hospitals in electronic format. The list shall include first, middle and last name, address, date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status. If a Beneficiary status is incorrectly identified on the Approved Beneficiary List, then the Hospitals and Foundations may provide the County with correct information and request the County to retrospectively correct the status of such Beneficiary on the Approved Beneficiary List.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospitals and Foundations. Hospitals and Foundations shall submit such invoices monthly. If the payments are not received within 15 days of due date, Hospitals and Foundations reserve the right to delay the furnishing of elective services to Beneficiaries. County agrees to make monthly advance payments to Hospitals and Foundations on an ongoing basis as per the payment schedule by entity included herein as Attachment B. All payments shall be forwarded to the address below:

UAB Health System Managed Care

Suite 506

John N. Whitaker Building 500 22nd Street South Birmingham, AL 35233 -3110

2.4 Reimbursement for Covered Services shall be based on the Medicaid Enhanced Fee Schedule for Foundations Services and Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee Schedule for Hospitals Services. Outpatient reimbursement may be calculated using Hospital's Medicaid price to charge ratios. Parties agree that Hospital Inpatient and Outpatient reimbursement shall be "Case-Mix" adjusted, but shall not be adjusted to any amount less than the Hospital's Current Medicaid reimbursement. The Case-Mix weighting factor will be based on the current contract period. The Hospitals will compute their

overall Medicaid Inpatient Case-Mix, excluding solid organ and bone marrow transplants, based on the most recently published CMS Medicare DRG relative weights. The Hospitals will also compute the Case-Mix of the Beneficiaries referred and admitted to Hospitals. The Case-Mix weighted Per Diem and Price per Outpatient Unit of Service shall be calculated using the following sample methodology:

Hospital's Current Medicaid Per Diem	\$1,689.66
Hospital's Medicaid Case-Mix (excluding solid organ and bone marrow transplants)	1.53
County Beneficiary's Case-Mix	2.87
Case-Mix Weighted Per Diem ($2.87/1.53 = 1.88 \times \1689.66)	\$3,169.49
Outpatient Current Medicaid Price per Unit of Service	\$200.00
Case-Mix Weighted Price per Unit of Service ($2.87/1.53 = 1.88 \times \200.00)	\$375.16

Hospitals shall be paid based on the annual Case-Mix weighting factor for the twelve month period ending September 30, 2017. Hospitals and Foundations shall be reimbursed for each inpatient and outpatient encounter for each patient covered under this Agreement. The calendar year inpatient day limit, Medicaid per diem and physician visit limitations and the outpatient visit limitation do not apply to reimbursement under this Agreement. Furthermore, the calculation for reimbursement for services provided by the physicians, including but not limited to hospital based physicians and regardless of the place of service, within a specialty (such as, Cardiology or Radiation Oncology) shall be Fee-for-Service based at Medicaid Enhanced Fee Schedule and determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

Parties agree that Reimbursement for inpatient or outpatient surgeries, except those services listed below, shall be at \$2,400 per day and or per surgery at the Callahan Eye Hospital Health Care Authority. Procedure code numbers 76514 - Pachymetry Testing and 68761 - Punctum Plug shall be reimbursed at \$50.00 and \$145.00 per unit, respectively. All other services rendered by Callahan Eye Hospital Health Care Authority shall be reimbursed according to UAB Hospital reimbursement methodology. County shall reimburse Hospitals and Foundations for the actual cost of any subcontracted services, including, but not limited to, nursing home services, home health care services, Durable Medical Equipment, laboratory testing, medications, home infusion therapy, drug screening related to pain management services, among others, provided to the Beneficiary and billed or invoiced by Hospital or Foundation. Additionally, UAHSF shall be paid a flat fee of \$85 for each echocardiogram interpretation and a flat fee of \$51 for each mammography interpretation. Services or products provided by UAB Hospital Laboratory and Blood Bank shall be reimbursed at 26% of the Hospital's usual and customary inpatient billed charges. In addition to surgery reimbursement at Callahan Eye Hospital and UAB Hospital, corneal transplant tissue shall be reimbursed at 50% of billed charges. With the above exceptions, any outpatient or professional services provided at the Hospitals and Foundations, where there is not a Hospital Medicaid rate or Medicaid Enhanced Fee for Foundation services, such services shall be reimbursement at 50% of billed charges.

Parties agree that Hospitals and Foundations in certain situations are able to secure payments from Beneficiaries or third parties on behalf of the Beneficiaries, where County is either the primary or secondary payer. From time to time, Beneficiaries with other primary coverage may exhaust their primary coverage benefits and for such Beneficiaries, County shall pay Hospitals and Foundations an amount equal to the difference between the contracted rate and the payment received from the third party.

Parties agree that Hospital and Foundations shall assist and facilitate in the transition of care from Hospital and Foundations to Cooper Green Mercy Health Services or other third parties as deemed appropriate. Hospitals or Foundations shall contract with Connection Health on behalf of Cooper Green Mercy to provide Disease Management Services to a maximum of three hundred (300) Beneficiaries.

Parties agree that if Hospitals or Foundations enter into such an agreement with Connection Health, then Cooper Green Mercy shall make an advance payment of \$300,000, not to exceed the total annual cost of the agreement. The payment shall be made thirty (30) days prior to the estimated effective date of the agreement with Connection Health or the effective date of this Agreement.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Hospitals and Foundations shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to Beneficiaries only. Hospitals and Foundations shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating a County Beneficiary complaint. Upon request, Hospitals and Foundations shall assist in any such audit or review. If Hospitals and Foundations carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Hospitals and Foundations shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Hospitals and Foundations policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Hospitals and/or Foundations for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospitals and Foundations agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Hospitals and Foundations may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Hospitals and Foundations are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Hospital or Foundations may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospitals and Foundations shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Hospitals and/or Foundations do provide, the Beneficiary may be referred to Hospitals and/or Foundations. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

2.8 Engagement of UAB School of Medicine Residents. Pursuant to the Education Affiliation agreement and the Annual House Staff agreement between Jefferson County Commission d/b/a Cooper Green Mercy Health Services, and the Board of Trustees of the University of Alabama for and on behalf

of the University of Alabama School of Medicine and the University of Alabama Hospital, attached herein as Attachment C and deemed executed with the execution of this Agreement, the residents may participate in the care and treatment of patients presenting to Cooper Green Mercy and assume progressively increasing responsibility according to their level of education, ability, an experience with faculty supervision readily available to residents. The level of responsibility accorded to each resident must be determined by Physicians who are appointed as faculty by the UAB School of Medicine.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twenty four (24) months beginning October 1, 2016 and ending September 30, 2018.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF HOSPITALS AND FOUNDATIONS

4.1 Hospitals and Foundations shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospitals and Foundations shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 Hospitals represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospitals agree s to maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Hospitals if Hospitals fails to do so. Upon request, Hospitals agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Hospitals.

4.3 Hospitals agree to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospitals.

4.4 Hospitals and Foundations agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Hospitals and Foundations shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospitals and Foundations agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Hospitals and Foundations shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospitals and Foundations can show that, at the time the patient was treated, the Hospitals and Foundations took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospitals and Foundations based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Hospitals and Foundations shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospitals' and Foundations' standard billed charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Hospitals and Foundations shall only have a patient relationship with all Beneficiaries receiving Hospitals and Foundations services. County and Hospitals and Foundations are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 Hospitals and Foundations and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Hospitals and Foundations and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Hospitals and Foundations and County and their employees against any event or loss which may impair the ability of Hospitals and Foundations and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Hospitals and Foundations. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Hospitals and Foundations. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Hospitals and Foundations agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Hospitals and Foundations at the addresses below:

To County: Walter Jackson, Deputy County Manager
Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

To Hospital:

Andy Matthews
619 19th Street South
Birmingham, AL 35233

Jane Yoakum
500 22nd Street South, Suite 506
Birmingham, AL 35233

Jason O. Sadler
1720 University Blvd
Birmingham, AL 35233

To Foundations: Charles W. Fry General Counsel
500 22nd Street South, Suite 504
Birmingham, AL 35233

Rett Grover
1720 University Blvd, Suite 406
Birmingham, AL 35233

9.6 Authorization. Section 3.1 of this Agreement notwithstanding this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County, Hospitals and Foundations. The County, Hospitals and Foundations each represent and certify to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Hospitals or the Foundations, this Agreement shall not be binding on the Hospitals or the Foundations

until executed by the appropriately authorized person and approved by the Hospitals' and the Foundations' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Hospitals, Foundations or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Hospitals, Foundations or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

9.10 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Foundation and Hospital agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

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

In witness whereof, County and Hospitals and Foundations have executed this Agreement through a duly authorized officer as of the date noted below.

COUNTY

James A. Stephens, President 7/13/17

UNIVERSITY OF ALABAMA FOR THE
UNIVERSITY OF ALABAMA HOSPITAL

William Ferniany, PhD 6/5/17
CEO UAB Health System

Reid F. Jones 6/5/17
COO, UAB Health System

University of Alabama Health Services Foundation, P.C.
Patricia Pritchett 6/2/17
Executive Vice President

University of Alabama Ophthalmology Foundation, P. C.

Christopher Girkin, M.D. 5/31/17

Callahan Eye Hospital Health Care Authority
Brian Spraberry 5/31/17
CEO

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-517

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Physician Integration Partners to provide in-patient hospital services to the County's patients while at UAB West Hospital, in the amount of \$375,000.00.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-518

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and the Healthcare Authority for Medical West an Affiliate of UAB Health System to provide services to County patients in the amount of \$1,200,000.00.

PREFERRED PROVIDER AGREEMENT COOPER GREEN M ERCY H EALTH SERVICES

This is an Agreement between The Healthcare Authority for Medical West, an Affiliate of UAB Health System and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Medical West is duly licensed by the State of Alabama and accredited by the Joint Commission on Accreditation of Healthcare Organizations.
- 1.3 Medical West desires to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

- 2.1 Covered Services means health care services provided to Beneficiaries by Medical West. Medical West will not be required to provide Covered Services to any Beneficiary that is not offered by Medical West or where there is limited capacity at the hospital as determined by Medical West.

2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List or an Authorization number for services has been issued by the County. Parties agree that if a Beneficiary fails to renew its expired eligibility in a timely manner but is reissued eligibility, then such expired eligibility status shall be deemed continuous from the original eligibility expiration date to eligibility reissue date. County shall maintain the Approved Beneficiary List and shall furnish Medical West with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide a current list of Approved Beneficiaries on the 1st and 15th day of every month to Medical West in electronic format. The list shall include first, middle and last name, address, date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status. If a Beneficiary status is incorrectly identified on the Approved Beneficiary List, then the Hospitals and Foundations may provide the County with correct information and request the County to retrospectively correct the status of such Beneficiary on the Approved Beneficiary List.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Medical West. Medical West shall submit such invoices monthly. If the payments are not received within 15 days of due date, Medical West reserves the right to delay the furnishing of elective services to Beneficiaries. County agrees to make monthly advance payments to Medical West in the amount of \$89,000 per month on an ongoing basis. All payments will be made to the address below:

UAB Health System Managed Care Suite 506
John N. Whitaker Building 500 22nd Street South Birmingham, AL 35233 -3110

2.4 Reimbursement for Covered Services shall be based on 100% of the prevailing Medicare reimbursement for inpatient and outpatient Hospital and Professional Services. Adjustments made by CMS for transfers, readmissions, sequestration or value-based performance shall be excluded from the calculation of reimbursement. Annual rate increases shall be equal to annual Medicare rate increases.

Inpatient Services:

Parties agree that Hospital Inpatient reimbursement shall be based on The Medicare MS-DRG payment methodology. The MS-DRG rates will be consistent with the rates set forth by CMS, which will be calculated consistent with the IP Pricer at CMS website with the exceptions in above paragraph and are subject to change during the fiscal year, but revised at least annually. The MS-DRG rates shall be adjusted for the following factors using the following sample methodology:

Base Operating Rate (Federal specific adjusted by the wage index) Outlier Rate

New Technology Operating DSH Operating IME

Capital Federal Specific Capital DSH

Capital IME Capital Outlier

Low Volume Adjustments

Pass Thru Amounts for new technology, services and drugs

For Example: MS-DRG 65

Billed Charges: \$85,000 LOS: 9 days

Total Operating Payment:

Operating FSP Amount = \$5,488.03 = DRG Wgt x (National Federal Specific Payment x Transfer Adjustment) or (1.1345 x ((\$3,316.23 X .8458) + 2032.53))

Operating Outlier Amount = 0

Operating DISH Amount= \$648.14 = (.1181 x \$5,488 .03) Operating IME Amount = 0

Total Capital Payment:

Capital FSP Amount = \$430.40

Capital DSH Amount= \$24.53 = (.0570 x \$430.40)

Pass Thru Amount:

Total MS DRG 65 Payment: \$6,560.10 = \$5,488.03+\$648.14+\$430.40+\$24.53

Professional Services:

Parties agree that all professional services, shall be reimbursed based on the prevailing Medicare methodology for professional services, which includes professional fee schedules, lab fee schedules and pass thru amounts.

Outpatient Services:

Parties agree that Outpatient reimbursement shall be based on the prevailing Medicare methodology for outpatient services (calculated using the outpatient Medicare price to charge ratio for the contract period), which includes APC's, professional fee schedules, lab fee schedules, and pass thru amounts for high-cost drugs and supplies.

County shall reimburse Medical West for the actual cost of any subcontracted services, including, but not limited to, nursing home services, home health care services, among others, provided to the Beneficiary and billed or invoiced by Medical West.

Parties agree that Medical West in certain situations is able to secure payments from third parties on behalf of the Beneficiaries, where County is either the primary or secondary payer. From time to time, Beneficiaries with other primary coverages may exhaust their primary coverage benefits and for such Beneficiaries, County shall pay Medical West an amount equal to the difference between the contracted rate and the payment received from the third party.

Total reimbursement shall not exceed \$1,200,000 for the contract period ending September 30, 2017.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Medical West shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to Beneficiaries only. Medical West shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating member complaints. Upon request, Medical West shall assist in any such audit or review. If Medical West carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Medical West shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Medical West policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Medical West for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Medical West agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Medical West may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Medical West are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for

such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Medical West may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Medical West shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Medical West do provide, the Beneficiary may be referred to Medical West. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2016 and ending September 30, 2017.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF MEDICAL WEST

4.1 Medical West shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Medical West shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 Medical West represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Medical West agrees to maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Medical West if Medical West fails to do so. Upon request, Medical West agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Medical West.

4.3 Medical West agrees to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Medical West.

4.4 Medical West agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Medical West shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Medical West agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Medical West shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Medical West for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Medical West for all Covered Services provided to Beneficiaries that were not authorized by County, if Medical West can show that, at the time the patient was treated, Medical West took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Medical West based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Medical West shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Medical West standard billed charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Medical West shall only have a patient relationship with all Beneficiaries receiving Medical West services. County and Medical West are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 Medical West and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Medical West and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Medical West and County and their employees against any event or loss which may impair the ability of Medical West and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Medical West. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Medical West. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Medical West agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Medical West at the addresses below:

To County: Walter Jackson, Deputy County Manager Jefferson County
716 Richard Arrington Jr. Blvd. North Birmingham, AL 35203

To Hospital: Keith Pennington
Chief Executive Officer 995 9th Avenue SW Bessemer, AL 35022

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and Medical West. The County and Medical West each represents and certify to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Medical West or the Foundations, this Agreement shall not be binding on the Medical West or the foundations until executed by the appropriately authorized person and approved by the Medical West' and the Foundations' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Medical West, Foundations or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Medical West or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.9 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

9.10 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. Medical West agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

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

In witness whereof, County and Medical West have executed this Agreement through a duly authorized officer as of the date noted below.

Jefferson County Commission
James A. Stephens, President
7/13/17

The Healthcare Authority for Medical
West, an Affiliate of UAB Health System
Keith Pennington
CEO

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-519

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and the Samford University for an affiliation program in graduate and undergraduate physical therapy education

AGREEMENT

WHEREAS, The Samford University School of Health Sciences, hereinafter referred to as "School" and Jefferson County Commission Alabama d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Facility", desire to set in writing the terms and responsibilities of the two institutions with regard to an affiliation program in graduate and undergraduate Physical Therapy education, do hereby mutually agree as follows:

I. MUTUAL RESPONSIBILITIES

1. The purpose of this agreement shall be to establish an affiliation between the "School" and the "Facility" to provide clinical education for graduate and undergraduate physical therapy students.
2. Both parties agree that the clinical education of the student shall complement the service and educational activities of the "Facility". However, it is understood that students shall not be used in lieu of professional or staff personnel and that they shall be under the supervision at all times.
3. The "Facility" shall designate a Clinical Coordinator who will coordinate the in-house activities of students as planned by the Program Director designated by the "School".
4. The parties understand and agree that the affiliation program providing the basis for this agreement does not establish any employment relationship, nor employer-employee relationship, nor respondent-superior relationship, nor master- servant relationship, in any way whatsoever, between the "Facility" and any student or faculty member or other agent or representative of the "School" or sponsor. Further, the parties acknowledge and agree that the "Facility" shall not be any such employer of any of the students or faculty members or any other agent or representative of the "School", for purposes of any workman's compensation law or any work place law whatsoever applicable to employers and employees. And, "Facility" shall not be liable for payment to anyone of any form of wages or compensation or taxes, including F.I.C.A., occupational or income tax withholding. In furtherance hereof, the "School" hereby agrees that as a condition of participation in this affiliation program, "School" shall require and obtain from each participating student and faculty member a properly executed "Assumption of Risk and Hold Harmless and Indemnification Agreement" in the form attached hereto. The Agreement shall be submitted to the "Facility" at the beginning of the affiliation program.
5. The "Facility" shall reserve the prerogative to remove from its facility any student or faculty member for what it considers to be just and reasonable cause. The removal of the person will occur when and only when no other solution to the problem seems appropriate and the intention to remove said person has been mutually discussed by the "Facility" and the "School". The "School" has the right to appeal this action to the "Facility".
6. The determination of the number of students, their names, their scheduled hours and areas, the learning objectives of the student or course, the availability of the "Facility" , and where indicated, the student: instructor ratio shall be made by mutual agreement between the officially designated representatives of the "School" and "Facility" prior to the beginning of each educational session. The "Facility" reserves the right to allocate access to the "Facility" among this and other educational programs as the "Facility" deems reasonable and appropriate.
7. The "School" and the "Facility" shall periodically review the "School's" use of the "Facility's" resources and experiences and shall endeavor to find ways of improving said use.

8. In the performance of services described herein, parties will not discriminate because of race, color, religion, sex, national origin, age, disability, or veteran status.

9. All services, consulting, products, materials, warranties or any other thing of value rendered or exchanged under terms of this agreement will be provided for the duration of the agreement in accordance with applicable federal and state laws or regulations, standards of the Joint Commission on the Accreditation of Healthcare Organizations or other applicable accrediting bodies or governmental regulatory agencies.

10. The "School" shall assign to the "Facility" only students and faculty who are covered by Specified Medical Professions Liability Insurance Policy and have executed the Acknowledgment and Indemnification Agreement.

II. FACILITY'S RESPONSIBILITIES

1. The "Facility" will provide an orientation program for the "School" staff to the extent this orientation will benefit the teaching program.

2. The "Facility" will permit use of available classroom and conference space.

3. The "Facility" will permit use of available instructional materials.

4. The "Facility" will provide reasonable consumable supplies as may be used in demonstration or practice.

5. The "Facility" will make available opportunities for observation and/or experience in various departments of the "Facility" as appropriate to the learning objective of each student or course.

6. The "Facility" agrees to make available to students and faculty initial first aid for injuries or accidents occurring on the premises. All other medical and dental costs, Hospitalization or treatment subsequent to the incident, are the responsibility of the student or the faculty.

7. The "Facility" shall not be responsible in any respect for the parking or transportation of students to and from the "Facility" for their assignment.

8. The "Facility" will allow students and instructors, at their own expense, to use break room facilities in the "Facility".

9. "Facility" acknowledges and agrees that the information provided by "School" or others on behalf of "School" that directly relates to any "School" student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Blood borne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). "Facility" represents and certifies that it will (1) protect the

confidentiality of all student information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

10. See Attachment A.

III. SCHOOL AND STUDENT RESPONSIBILITIES

1. The "School" shall send to the "Facility" only those students who have successfully completed the requirements for the clinical education component of the curriculum.

2. The "School" shall assign to the "Facility" only students and faculty who possess all required licenses or permits and that such licenses or permits will be maintained in force throughout the life of the agreement.

3. The "School" shall send to the "Facility" only such students as are free from any contagious disease, including tuberculosis, at the most recent physical examination that would pose a direct threat to the health or safety of the student or others for the student's participation in the program. Such physical examination shall be given not more than twelve (12) months previous to the beginning of the training session.

4. The "School" shall assign to the "Facility" only students and faculty who are insured against any damages arising from an alleged malpractice occurring during the clinical education experience at the "Facility". The "School" shall maintain such insurance in full force and effect throughout the life of the agreement. If said insurance expires or is nullified for any reason, notice of this event must be provided in writing to the "Facility".

5. The "School" shall make available to "Facility" a certificate of liability coverage applicable to the negligent acts and omissions of Samford faculty and students, which occur in the performance of the clinical experience at "Facility".

6. The "School" shall assign to the "Facility" only students and faculty whose malpractice insurance provides as additional named insured, Jefferson County, its elected officials and employees.

7. The "School" shall recommend that all students in the program should be enrolled in a medical insurance plan, equivalent prior to their arrival at the "Facility".

8. The "School" will provide all clinical supervision, instruction and evaluation of students. The term "School" includes employee/members of the Samford University physical therapy program.

9. While in attendance at the "Facility", students and faculty shall adhere to all "Facility" rules, regulations, procedures and policies. Students and, if appropriate, faculty shall abide by any requirements relating to the "Facility's" dress code policy.

10. The "School" shall inform but not train students, prior to their arrival at the "Facility", of such policies as the "Facility" may request to have communicated. The "Facility" shall orient the students with respect to the operating practices of the "Facility".

11. Students enrolled in the "School's" physical therapy program shall be and remain students of the "School" and shall in no sense be considered employees of the "Facility".

12. The "School" shall inform students of their responsibility to maintain privacy and confidentiality with respect to all "Facility" affairs, records and case data as set forth in the Health Insurance Portability and Accountability Act of 1996 and will assist "Facility" in monitoring compliance throughout the life of the agreement.

13. Licensed faculty using the "Facility" as a clinical practice area shall provide the "Facility's" representative with a copy of their current professional license for the State of Alabama with a notation "copy" written on the copy in red ink. The original license must be viewed by a "Facility" representative prior to making and submitting a copy.

14. Under no circumstances shall the school be liable for the negligence of misconduct of the "Facility", its agents, servants, employees, successors or assigns, or persons under the supervision of the "Facility".

IV. TERMS OF AGREEMENT

This agreement shall become effective August 1, 2017 and continue until July 31, 2018 and shall provide experiences for students enrolled in the "School" as of August, 2017 and subsequent academic semesters. This agreement may be revised or modified by written amendments whenever the same shall be agreed upon by both parties. This agreement may be terminated by either party upon 60 days written notice of the intention to terminate the agreement. Failure of either party to adhere to the terms of this agreement will be cause for immediate termination of this agreement.

Assumption of Risk, Hold Harmless And Indemnification Agreement

For, and in consideration of being permitted to participate in the Samford University Physical Therapy Program at Cooper Green Mercy Health Services from- - - - - until - - - -I, the undersigned, a student enrolled at Samford University, understand and agree that my participation in the Program shall not establish any employment relationship between myself and the Facility, and shall not support any claim of an employment relationship between myself and the Facility, and the Facility shall not constitute any form of workplace for me. I understand that I may be exposed to sickness, disease and all risks normally associated with health facilities. I hereby agree to assume all such risks. Further, I do, for myself, my heirs, and personal representative (s) hereby agree to hold harmless, release and forever discharge, defend and indemnify the Facility and all officers, employees and agents thereof from any and all claims, demands, actions or causes of action, suits and judgments and expenses that may be based, in whole or in part, upon an assertion of an employment relationship between myself and the Facility, and which arises or is alleged to have arisen, from my participation in the Program at the Facility or which occurs while I am on Facility property.

In witness whereof, I have caused this Assumption of Risk and Hold Harmless and Indemnification Agreement" to be executed on this _____ day of _____, 20____.

Signature of Participant

Date

Signature of Parent/Legal Guardian Date
If student is under 19 years of age

Accepted:
Jefferson County - Cooper Green Mercy Health Services

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized agents this 1st day of August, 2017.

"JEFFERSON COUNTY COMMISSION ALABAMA d/b/a COOPER GREEN MERCY HEALTH SERVICES

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

SAMFORD UNIVERSITY

Vice Provost, College of Health Sciences

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Black Creek Integrated Systems Corp. to provide maintenance and support for software from the system supplier and technical and telephone support in the amount of \$82,396.09.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-521

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter from the Director of the Department of General Services.

Municipal Elections Services Agreement with the City of Birmingham for the election to be held on August 22, 2017, and the run-off election to be held on October, 3rd, 2017 (if required). This is a revenue generating agreement in the amount of 10,615.00 for the initial election.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-522

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and RESPECT Organization to provide grant funding in the amount of \$6,000.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, RESPECT Organization ("RESPECT"), applied for a grant of funds for \$6,000.00; and

WHEREAS, RESPECT is a 501(c)(3) organization which seeks funding for its Back to School Rally event, which offers backpacks, school supplies, and school uniforms; and

WHEREAS, RESPECT meets the eligibility requirements of the Program; and WHEREAS, the following Commissioners have recommended funding of the specified amounts to RESPECT: Commissioner Sandra Little Brown \$3,500.00 Commissioner George F. Bowman \$2,500.00; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 30, 2018.
2. The County shall pay to RESPECT a lump sum payment of \$6,000.00 upon execution of this agreement.
3. RESPECT shall use the public funds to assist in funding its Back to School Rally event, which offers backpacks, school supplies and school uniforms.

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

4. RESPECT shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 30, 2018, whichever shall occur first.

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

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

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination RESPECT 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 7/13/17
Jefferson County Commission

RESPECT ORGANIZATION 7/6/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-523

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President is hereby authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Benalytics Consulting Group, LLC, to provide Broker of Record Services to include solicitation and placement of insurance in the best interest of Jefferson County in the amount of \$70,000.00.

A copy of said Agreement is on file for permanent record in the Minutes Clerk Office.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-524

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President is hereby authorized to execute an Amendment to the Broker of Record Agreement between Jefferson County, Alabama and Benalytics Consulting Group, LLC., to renew the terms of the agreement for an additional twelve (12) months, effective July 1, 2017 and end June 30, 2018. All other terms and conditions remain the same.

STATE OF ALABAMA)
JEFFERSON COUNTY)
CON-00008630

CONTRACT ID:

AMENDMENT 1 TO BROKER OF RECORD CONTRACT

This amendment to the Contract by and between Jefferson County, Alabama, hereinafter-called "the County" and Benalytics Consulting Group, LLC hereinafter referred to as "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 1st day of July 2017, which was approved by the Jefferson County Commission and recorded in Minute Book 170, Pages 47-50 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) Month's as follows: This Contract will be effective July 1, 2017 and end June 30, 2018. All other terms and conditions remain the same.

JEFFERSON COUTNY, ALABAMA
James Stephens, President 7/13/17
Jefferson County Commission

Benalytics Consulting Group, LLC
Charles G. Atkinson, Principal

6/20/2017

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-525

RESOLUTION

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG), and other HUD Programs; and

WHEREAS, the City of Argo expressed their desire to participate in the Jefferson County Community Development Consortium by entering into a cooperation agreement with Jefferson County, AL.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute the attached Cooperation Agreement for the City of Argo to join the Jefferson County Community Development Consortium. The agreement authorizes participation of the City of Argo in the Fiscal Years 2018, 2019 and 2020 Community Development Block Grant Program, HOME Program, ESG Program and other HUD programs:

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-526

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Agreement between Jefferson County, Alabama and the Lottie Green Ministries for the McDonald Chapel Storm Shelter Project. There is \$1,000,000 in federal CDBG-DR funds allocated to this project. This project is from the 2012 program year.

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-527

Resolution

WHEREAS, the Construction Education Foundation of Alabama requests a modification to the agreement approved by the Jefferson County Commission on November 2, 2016 to provide occupational training services to eligible participants of the Jefferson County Center for Workforce Development under the Workforce Innovation and Opportunity Act;

WHEREAS, the modification corrects the number of participants shown on the Statement of Work to 8 and decreases the contract amount to \$86,934.00;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the agreement modification for the Jefferson County Center for Workforce Development under the Workforce Innovation and Opportunity Act with the Construction Education Foundation of Alabama for Program Year 2016. The effective period of this agreement is July 1, 2016 through June 30, 2017.

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-528

Resolution

WHEREAS, the Dynamic Education Systems, Inc., requests modifications to reallocate funds from the original budget to reflect spending needs based upon modified staff costs, equipment costs, outreach and student needs;

WHEREAS, the modification will not result in an increased cost of the total contract amount;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the agreement modification for the Jefferson County Center for Workforce Development under the Workforce Innovation and Opportunity Act with The Dannon Project for Program Year 2016. The effective period of this agreement is July 1, 2016 through June 30, 2017.

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-529

Resolution

WHEREAS, The Dannon Project requests modifications to reallocate funds from the original budget to better reflect spending needs based upon modified student needs, and interests in the classes offered. The modification will also support the salary allocation percent of the Program Coordinator;

WHEREAS, the modification will not result in an increased cost of the total contract amount;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the agreement modification for the Jefferson County Center for Workforce Development under the Workforce Innovation and Opportunity Act with The Dannon Project for Program Year 2016. The effective period of this agreement is July 1, 2016 through June 30, 2017.

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-530

RESOLUTION

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Five Year Consolidated Plan, Citizens' Participation Plan, and an Annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2015-19 Jefferson County Five-Year Consolidated Plan and Citizens' Participation Plan;

WHEREAS, The Jefferson County Office of Human-Community Services & Economic Development has developed a list of proposed activities for the 2017 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Commission President is hereby authorized to sign the application forms (SF-424) and Certification forms to allow the Jefferson County Office of Human-Community Services & Economic Development to submit the proposed 2017-18 One-Year Action Plan for CDBG, ESG, and HOME programs to the U.S. Department of Housing & Urban Development.

ADOPTED: 7/13/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-531

RESOLUTION

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and other HUD program funds; and

WHEREAS, member municipalities expressed their desire to participate in this program by entering into cooperation agreements with Jefferson County in 2014, and continuing for three year periods with the members having the option to withdraw at the end of each three year period; and

WHEREAS, contact was made with each member municipality advising them of their option to withdraw; and

WHEREAS, no member municipality elected to withdraw from the consortium.

NOW THEREFORE, BE IT RESOLVED that the existing automatically renewable cooperation agreements executed in 2014, be extended for Fiscal Years 2018, 2019 and 2020 between Jefferson County, Alabama and each of the following municipalities:

City of Adamsville
City of Brighton
Town of Brookside
Town of Cardiff
City of Center Point
City of Clay
City of Fairfield
City of Fultondale
City of Gardendale
City of Graysville
City of Homewood
City of Hueytown
City of Irondale

City of Lipscomb
City of Maytown
City of Midfield
City of Morris
City of Mountain Brook
Town of Mulga
Town of North Johns
City of Pinson
City of Pleasant Grove
Town of Sylvan Springs
City of Tarrant
Town of Trafford
City of Trussville

Town of Kimberly
City of Leeds

City of Vestavia Hills
City of Warrior
Town of West Jefferson

ADOPTED: 7/13/17

Certification

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Millie Diliberto, the Minute Clerk of the Jefferson County Commission, hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Jefferson County Commission at a regular meeting, duly assembled, a quorum being present, held on the 13th day of July, 2017, recorded in Minute Book: 171, Page(s) 275 – 276, Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 13th day of July, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-532

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Agreement between Jefferson County, Alabama d/b/a Jefferson Youth Detention Center and the American Red Cross to certify employees of the Youth Detention Center in First Aid/CPR/AED mandated by the Department of Youth Services (the Detention Center’s Licensing Agency), in the amount of \$3,645.00.

A copy of said Agreement is on file for permanent record in the Minutes Clerk Office.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the City of Warrior for public purpose in the amount of \$1,500.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Warrior, Alabama ("Warrior"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Warrior is a municipality located within Jefferson County, Alabama, which seeks funding to assist in the purchase of a sign for its North Stom1 Shelter/Community Hall; and WHEREAS, Warrior meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,500.00 to Warrior, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2018.
2. The County shall pay to Warrior a lump sum payment of \$1,500.00 upon execution of this agreement.
3. Warrior shall use the public funds to assist in purchasing a sign for its North Sto1m Shelter /Community Hall.

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 and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by July 31, 2018, 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. The Warrior 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 specific a By identified or described in the scope of work of this agreement.

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Warrior 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 representative s on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President 7/13/17
Jefferson County Commission

CITY OF WARRIOR

Johnny L. Ragland, Mayor 6/19/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the City of Clay for public purpose in the amount of \$1,351.29.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Clay, Alabama ("Clay"), applied for a grant of funds for \$1,351.29; and

WHEREAS, Clay is a municipality located within Jefferson County, Alabama, which seeks funding to purchase a ProForm Pro 9000 Treadmill for the Clay Senior Center; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,351.29 to Clay, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2018.
2. The County shall pay to Clay a lump sum payment of \$1,351.29 upon execution of this agreement.
3. Clay shall use the public funds to purchase a ProForm Pro 9000 Treadmill for the Clay Senior Center.

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

4. Clay shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by July 31, 2018, whichever shall occur first.

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

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

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

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Clay 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 7/13/17
Jefferson County Commission

CITY OF CLAY, ALABAMA

Charles Webster, Mayor/Ronnie Dixon 6/27/17

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-535

RESOLUTION

WHEREAS, by a resolution adopted on August 13, 2015 (the "2015 Resolution"), the County Commission levied a sales and use tax (the "2015 Sales Tax") as authorized by Act No. 2015-226 of the Alabama Legislature;

WHEREAS, Section 12 of the 2015 Resolution provided that collection of the 2015 Sales Tax would be commenced upon the issuance of the County's warrants referred to in the 2015 Resolution as the "2015 Warrants" and the simultaneous payment of the "Education Warrants" and termination of the "Education Taxes" as such terms are defined in the 2015 Resolution; and

WHEREAS, the County Commission has determined to amend certain portions of the 2015 Resolution in order to reflect changes in Alabama law enacted by the Alabama Legislature since the adoption of the 2015 Resolution, and to comport with current operating procedures of the County's Department of Revenue;

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

Section 1. Section 5(b) of the 2015 Resolution is hereby amended to read in its entirety as follows:
"When the total 2015 Sales Tax for which any person is liable averages less than fifty dollars (\$50) per month during the preceding calendar year, a quarterly return and remittance in lieu of the monthly returns may be made, by election of the taxpayer to the Revenue Director, on or before the twentieth day of the month next succeeding the end of the quarter for which such tax is due under any rules and regulations as

may be prescribed. The election to file quarterly shall be made in writing no later than the twentieth day of February of each year and shall be filed with the Revenue Director."

Section 2. Section 5(d) of the 2015 Resolution is hereby amended to read in its entirety as follows:

"(i) Except as otherwise provided in subsection (vi) of this section, the 2015 Use Tax shall be due and payable to the Revenue Director monthly on or before the twentieth day of the month next succeeding each month during which the storage, use or other consumption of tangible personal property became taxable hereunder.

(ii) Every seller or person engaged in making retail sales of tangible personal property for storage, use or other consumption in the County, who alternatively:

(1) Maintains, occupies, or uses, permanently or temporarily, directly or indirectly, or through a subsidiary, or agent by whatever name called, an office, place of distribution, sales or sample room or place, warehouse or storage place or other place of business;

(2) Qualifies to do business or registers with the County to collect the tax levied by the 2015 Act;

(3) Employs or retains under contract any representative, agent, salesman, canvasser, solicitor or installer operating in the County under the authority of the person or its subsidiary for the purpose of selling, delivering, or the taking of orders for the sale of tangible personal property or any services taxable under the 2015 Act or otherwise solicits and receives purchases or orders by any agent or salesman;

(4) Solicits, pursuant to a contract with a broadcaster or publisher located in the County, orders for tangible personal property by means of advertising which is disseminated primarily to consumers located in the County and only secondarily to bordering jurisdiction;

(5) Solicits orders for tangible personal property by mail if the solicitations are substantial and recurring and if the retailer benefits from any banking, financing, debt collection, telecommunication, or marketing activities occurring in the County or benefits from the location in the County of authorized installation, servicing, or repair facilities. Notwithstanding the previous sentence, a seller who contracts with- a provider of call center services shall not be deemed to benefit from telecommunication activities occurring in the County or from the location in the County of authorized installation, servicing, or repair facilities merely as a result of contracting for and receiving only call center services from a call center located in the County. The preceding sentence shall only apply for call centers, as authorized or specified in Division 3 of Article 17 of Chapter 10 of Title 41 of the Code of Alabama 1975, and placed in service in the County on or before October 1, 2003;

(6) Has, under a franchise or licensing arrangement or contract, a franchisee or licensee operating under its trade name;

(7) Solicits, pursuant to a contract with a cable television operator located in the County, orders for tangible personal property by means of advertising which is transmitted or distributed over a cable television system in the County;

(8) Solicits orders for tangible personal property by means of a telecommunication or television shopping system which is intended by the person to be broadcast by cable television or other means of broadcasting, to consumers located in the County;

(9) Maintains any other contact with the County that would allow the County to require the seller to collect and remit the tax due under the provisions of the Constitution and laws of the United States; or

(10) Distributes catalogs or other advertising matter and by reason thereof receives and accepts orders from residents, within the County, shall be subject to all the provisions of the 2015 Act and shall, except as otherwise provided in subsection (vi) of this section, on or before the twentieth day of the month following the close of each month file with the Revenue Director a return for the preceding month in such form as may be prescribed by the Revenue Director showing the total sales price of the tangible personal property sold by such seller, the storage, use, or consumption of which became subject to the tax imposed by the 2015 Use Tax during the preceding month and such other information as the Revenue Director may deem necessary for the proper administration of this 2015 Use Tax.

(iii) The return shall be accompanied by a remittance of the amount of tax herein required to be collected by the seller during the period covered by the return. Returns shall be signed by the seller or his duly authorized agent but need not be verified by oath.

(iv) Except as otherwise provided in subsection (vi) of this section, every person purchasing tangible personal property, the storage, use, or other consumption of which is subject to the tax imposed by the 2015 Act, and who has not paid the tax due with respect thereto to a seller required or authorized hereunder to collect the tax, shall on or before the twentieth day of the month following the close of each month file with the Revenue Director a return for the preceding month in such form as may be prescribed by the Revenue Director showing the total sales price of the tangible personal property purchased by such person, the storage, use, or other consumption of which became subject to the tax during the preceding month and with respect to which the tax was not paid to a seller required or authorized hereunder to collect the tax, and such other information as the Revenue Director may deem necessary for the proper administration of this article. The return shall be accompanied by a remittance of the amount of tax herein imposed and not paid to a seller required or authorized hereunder to collect the tax during the period covered by the return. Returns shall be signed by the person liable for the tax or his duly authorized agent, but need not be verified by oath.

(v) For the purpose of the proper administration of the 2015 Act and to prevent evasion of the tax and the duty to collect the same herein imposed, it shall be presumed that tangible personal property sold by any person for delivery in the County is sold for storage, use, or other consumption in the County unless the person selling such property has taken from the purchaser a certificate signed by and bearing the name and address of the purchaser to the effect that the property was purchased for resale, and it shall be further presumed that tangible personal property shipped to the County by the purchaser thereof was purchased from a retailer, for storage, use, or other consumption in the County. Except as otherwise provided in subsection (vi) of this section, any seller making cash and credit sales for storage, use, or other consumption in Jefferson County may report such cash sales and shall thereafter include in each monthly report all credit collections made during the preceding month, and shall pay the taxes due thereon at the time of filing such report, but in no event shall the gross proceeds of credit sales be included in the measure of the tax to be paid until collections of such credit sales shall have been made.

(vi) When the total 2015 Use Tax for which any person is liable averages less than fifty dollars (\$50) per month during the preceding calendar year, a quarterly return and remittance in lieu of the monthly returns may be made, by election of the taxpayer to the Revenue Director, on or before the twentieth day of the month next succeeding the end of the quarter for which the tax is due under such rules and regulations as may be prescribed by the Revenue Director. The election to file quarterly shall be made in writing no later than the twentieth day of February of each year and shall be filed with the Revenue Director."

Section 3. The last sentence in Section 9 of the 2015 Resolution is hereby amended to read as follows:
"The amount of interest to be assessed or paid by the County, as the case may be, shall be computed in accordance with section 40-1-44 of the Code of Alabama 1975."

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Millie Diliberto, the Minute Clerk of the Jefferson County Commission, hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Jefferson County Commission at a regular meeting, duly assembled, a quorum being present, held on the 13th day of July, 2017, recorded in Minute Book: 171, Page(s) 278 – 280, Resolution number 535, of the Official Minutes and Records of said County Commission.

Given, under my hand and seal of Jefferson County, Alabama this the 13th day of July, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-536

RESOLUTION RELATING TO THE ISSUANCE OF
LIMITED OBLIGATION REFUNDING WARRANTS

WHEREAS, the Jefferson County Commission adopted a resolution at its meeting held on August 13, 2015 (the "Initial Resolution") pursuant to which the County Commission authorized the issuance of up to \$595,475,000 principal amount of limited obligation refunding warrants for the purpose of refunding and retiring the County's Limited Obligation School Warrants, Series 2004-A, Series 2005-A, and Series 2005-B, then outstanding in the aggregate principal amount of \$595,475,000. Since the date of the Initial Resolution, the Series 2005-B Warrants have been paid in full and the outstanding principal balance of the Series 2004-A and Series 2005-A Warrants has been reduced, with the result that the current aggregate outstanding principal amount of the Series 2004-A and Series 2005-A Warrants is \$445,085,000;

WHEREAS, on August 13, 2015, the County filed a Petition in the Circuit Court of Jefferson County, Alabama for the purpose of seeking a judicial validation of the proposed limited obligation refunding warrants, including the source of payment of, and security for such warrants. The validation was opposed by several residents of the County, and on December 14, 2015, the Circuit Court issued its Findings of Fact, Conclusions of Law, and Final Declaratory Judgment, denying the validation of the proposed refunding warrants based on a finding by the Circuit Court that certain procedures followed by the House of Representatives in the consideration of the bill that became Act No. 2015-226 of the Alabama Legislature (the "Tax Act") violated a provision of the Alabama Constitution. After the County's appeal to the Alabama Supreme Court of the Circuit Court's ruling, the Alabama Supreme Court reversed the

ruling of the Circuit Court in an opinion released on March 17, 2017, and found certain other issues raised by the validation opponents to be “without merit”. On April 6, 2017, the Circuit Court issued its Findings of Fact, Conclusions of Law, and Final Declaratory Judgment confirming, inter alia, that the County is authorized to issue the proposed refunding warrants, that such warrants will be valid and legal obligations of the County, and that the tax authorized by the Tax Act will be legal and valid. No appeal of the Circuit Court’s order was filed within the period authorized by Alabama law;

WHEREAS, the County caused a Notice of Public Hearing to be published, as required by Act No. 2010-519 of the Alabama Legislature, in the July 7, 2017 edition of The Birmingham News, a newspaper of general circulation in the County. Pursuant to the said Notice, the County conducted a public hearing on July 11, 2017, at which a quorum of the Commission was present and participating throughout;

WHEREAS, the County now proposes to issue the refunding warrants authorized by the Initial Resolution and validated by the Circuit Court of Jefferson County. The proposed Limited Obligation Refunding Warrants, Series 2017 (the “Series 2017 Warrants”) will be issued pursuant to a Trust Indenture dated as of July 1, 2017 (the “Indenture”), between the County and Regions Bank (the “Trustee”) for the purpose of providing funds necessary to refund and retire the County’s Limited Obligation School Warrants, Series 2004-A and Series 2005-A (the “Refunded Warrants”). The County expects to transfer certain proceeds from the sale of the Series 2017 Warrants to U.S. Bank National Association (the “Refunded Warrants Trustee”), the trustee for the Refunded Warrants, such funds to be deposited, invested and paid out as provided in an Escrow Trust Agreement dated as of July 1, 2017 (the “Escrow Trust Agreement”) between the County and the Refunded Warrants Trustee, all for the purpose of providing for the payment in full of the Refunded Warrants and the interest thereon;

WHEREAS, the Series 2017 Warrants will be limited obligations of the County secured solely by, payable solely from, and having a first priority lien on, the General Trust Estate under the Indenture, which consists primarily a portion of the receipts from the sales and use tax authorized to be levied by the Tax Act, and certain other funds and accounts to be created in the Indenture. The County hereby acknowledges the Series 2017 Warrants will be valid and binding limited obligations of the County. The Series 2017 Warrants are not general obligations of the County and shall not give rise to a personal or pecuniary liability or a charge against the general credit of the County;

WHEREAS, the Series 2017 Warrants will be sold to Raymond James & Associates, Inc., Stifel, Nicolaus & Company, Incorporated, Citigroup Global Markets Inc., Securities Capital Corporation, Piper Jaffray & Co. and Drexel Hamilton, LLC (collectively, the “Underwriting Group”) pursuant to a warrant purchase agreement (the “Warrant Purchase Agreement”) dated on or about July 13, 2017 between the County and the Underwriting Group;

WHEREAS, a Preliminary Official Statement dated June 23, 2017 (the “Preliminary Official Statement”) regarding the sale of the Series 2017 Warrants has been prepared and electronically posted for review by prospective purchasers of the Series 2017 Warrants;

WHEREAS, a Supplement to the Preliminary Official Statement, dated July 10, 2017 (the “POS Supplement”) has been prepared and electronically posted for review by prospective purchasers of the Series 2017 Warrants;

WHEREAS, a final official statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement (as supplemented by the POS Supplement), will be prepared with changes and additions necessary to reflect the pricing terms of the Series 2017 Warrants to be contained in the Warrant Purchase Agreement, and the Indenture, all as approved by the President of the Commission and the Director of Finance of the County as provided in Section 5 of this resolution;

WHEREAS, the County will enter into a continuing disclosure agreement (the “Continuing Disclosure Agreement”) pursuant to Rule 15c2 12 adopted by the Securities and Exchange Commission pursuant to which the County will covenant for the benefit of the holders of the Series 2017 Warrants to provide periodic financial information and operating data relating to the County;

WHEREAS, copies of the proposed Indenture, Escrow Trust Agreement, Warrant Purchase Agreement, Preliminary Official Statement, POS Supplement, and Continuing Disclosure Agreement (herein collectively referred to as the “Financing Documents”) have been presented to, considered and approved by the Commission; and

WHEREAS, the Commission has found and determined that each of the Financing Documents is necessary or desirable to sell and issue the Series 2017 Warrants and to secure and provide for the payment thereof and the County wishes to approve the plan of finance described in the recitals to this resolution and in the Financing Documents (the “Plan of Finance”).

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

Section 1. For the purpose of refunding and retiring the Refunded Warrants, the Commission does hereby authorize the Series 2017 Warrants to be issued by the County pursuant to the Indenture in the aggregate principal amount of up to \$385,000,000. The Commission does hereby further approve, authorize, ratify and confirm (a) the issuance of the Series 2017 Warrants, (b) the execution and delivery of the Financing Documents and the Official Statement on behalf of the County, (c) the action of certain members of the Commission and officers of the County in causing the Preliminary Official Statement (as supplemented by the POS Supplement) to be “deemed final” as of its date for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission, (d) the distribution of the Preliminary Official Statement, the POS Supplement, and the Official Statement to prospective purchasers of the Series 2017 Warrants, and (e) the consummation of all other transactions contemplated by the Plan of Finance. The Series 2017 Warrants shall be limited obligations of the County, secured by and payable solely from the “Pledged Taxes” and the funds and accounts described in the Indenture. Neither the Series 2017 Warrants nor the agreements, covenants and representations of the County contained in the Indenture shall constitute or create any liability or charge against the general credit of the County.

Section 2. Subject to the conditions, approvals and adjustments contained or described in Section 5 of this resolution, the Series 2017 Warrants shall be sold to the Underwriting Group pursuant to the terms of the Warrant Purchase Agreement.

Section 3. The President of the Commission is hereby authorized and directed to execute the Series 2017 Warrants, in the name and on behalf of the County, by manually signing each of the Series 2017 Warrants to be delivered initially. The Minute Clerk of the Commission is hereby authorized and directed to cause the official seal of the County to be affixed to each of the Series 2017 Warrants and to attest the same by manually signing each of the Series 2017 Warrants. The Treasurer of the County is hereby authorized

and directed to register the Series 2017 Warrants as a claim against the County by execution of the Registration Certificate on each of the Series 2017 Warrants by manual signature. The President of the Commission is hereby directed to deliver the Series 2017 Warrants to the Trustee and to direct the Trustee to authenticate all the Series 2017 Warrants and to deliver them pursuant to the instructions of the Underwriting Group upon payment to the County of the purchase price of the Series 2017 Warrants as provided in the Warrant Purchase Agreement.

Section 4. The President of the Commission is hereby authorized and directed to execute and deliver the Financing Documents to which the County will be a party in substantially the forms presented to the Commission at this meeting, with such changes or additions thereto or deletions therefrom as the President and the Director of Finance of the County shall approve under the provisions of Section 5 of this resolution, which approval shall be conclusively evidenced by the execution of the Financing Documents by the President of the Commission. The Minute Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to such instruments and to attest the same.

Section 5. So that the Series 2017 Warrants can be priced and committed to the Underwriting Group on such date or schedule as may be determined by the County, acting upon advice of the Underwriting Group and the financial advisors to the County, to be most advantageous to the County, the Commission has determined that it is in the best interest of the County to authorize the issuance of the Series 2017 Warrants without the need for a further meeting or approval of the Commission, but subject to the limitations of this resolution. For that purpose, the Commission hereby authorizes the President of the Commission and the Director of Finance of the County:

(a) to approve the final aggregate principal amount of the Series 2017 Warrants to be issued, not to exceed \$385,000,000;

(b) to approve the final terms of the Financing Documents and the Official Statement, such Financing Documents to be substantially in the forms presented to this meeting of the Commission, with such changes, additions or deletions as the President of the Commission and the Director of Finance may deem to be appropriate and consistent with the Plan of Finance and the intent of this resolution;

(c) to approve the final pricing details of the Series 2017 Warrants, including without limitation, the principal amount due on each maturity date, the redemption terms, the interest rates to be borne by the Series 2017 Warrants and any original issue discount or premium with respect to the Series 2017 Warrants; provided, however that the true interest cost of the Series 2017 Warrants shall not exceed 6.00%, the final maturity of the Series 2017 Warrants shall be no later than September 15, 2042, and the Series 2017 Warrants shall be subject to redemption by the County on a date no later than 10 years from their date and subject to the requirements of Title 11, Chapter 82 of the Code of Alabama 1975, as amended; and

(d) to take such other steps and to execute and approve such other documents as may be necessary or appropriate to effectuate the Plan of Finance consistent with the provisions of this resolution and the Financing Documents.

Section 6. The President of the Commission, all other members of the Commission, the County Manager, the Director of Finance of the County, the Treasurer of the County, the County Attorney and any other officers of the County are hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments

or communications, under the seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (i) complete the Plan of Finance, (ii) carry into effect the intent of the provisions of this resolution, and (iii) demonstrate the validity of the Series 2017 Warrants, the absence of any pending or threatened litigation with respect to the Series 2017 Warrants or the Plan of Finance (other than as disclosed in the Preliminary Official Statement and the Supplement), and the exemption of interest on the Series 2017 Warrants from federal and State of Alabama income taxation.

Section 7. Each act of the President of the Commission, any other member of the Commission, the County Manager, the Director of Finance of the County, the Treasurer of the County, the County Attorney or any other officer of the County or any person or persons designated and authorized to act by the Commission or any officer of the County, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution is hereby ratified, confirmed, approved and adopted.

Section 8. The Refunded Warrants are hereby called for redemption on the dates and for the redemption prices specified in the Escrow Trust Agreement, subject to the issuance of the Series 2017 Warrants. The Refunded Warrants Trustee is hereby authorized and directed to give timely notice of such redemption to the holders of the Refunded Warrants; such notice shall provide that the redemption of the Refunded Warrants is conditioned upon the issuance of the Series 2017 Warrants.

Section 9. The provisions of this resolution pertaining to the Series 2017 Warrants shall constitute a contract between the County and each owner of such warrants.

Section 10. Public Resources Advisory Group and Terminus Municipal Advisors, LLC are confirmed as co-financial advisors to the County for the issuance of the Series 2017 Warrants. Waldrep, Stewart & Kendrick, LLC is confirmed as disclosure counsel to the County and Balch & Bingham LLP is confirmed as bond counsel to the County, all for the issuance of the Series 2017 Warrants.

Section 11. The various provisions of this resolution are hereby declared to be severable. If any provision of this resolution shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this resolution.

Section 12. By its adoption of this resolution, the Commission intends to ratify, supplement, and amend, where appropriate, the Initial Resolution. This resolution shall take effect upon its passage and adoption by the Commission.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-537

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Intergovernmental Agreement Establishing Jefferson County Regional Purchasing Cooperative between Jefferson County, Alabama and Bibb County School Systems for PACA membership in the amount of \$435.00.

A copy of said Agreement is on file for permanent record in the Minutes Clerk Office.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Intergovernmental Agreement Establishing Jefferson County Regional Purchasing Cooperative between Jefferson County, Alabama and Jasper City Schools for PACA membership in the amount of \$336.00.

A copy of said Agreement is on file for permanent record in the Minutes Clerk Office.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Woolpert, Inc., for the implementation of Cityworks Asset Management Module in the amount of \$824,201.00.

A copy of said Agreement is on file for permanent record in the Minutes Clerk Office.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

JUL-13-2017-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Academy of Craft Training (ACT) for public purpose to assist in its mission to recruit, educate and guide high school students for educational and employment opportunities in the construction industry, in the amount of \$10,000.00 as specified in said agreement.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Academy of Craft Training ("ACT"), applied for a grant of funds for \$10,000.00; and

WHEREAS, ACT is a 501(c)(3) organization which seeks funding for its mission to recruit, educate and guide high school students for educational and employment opportunities in the construction industry; and

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

WHEREAS, the following Commissioners have recommended funding of the specified amounts to ACT:

Commissioner David Carrington	\$5,000.00
Commissioner Joe Knight	\$2,500.00
Commissioner Jimmie Stephens	\$2,500.00

And, the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 30, 2018.
2. The County shall pay to ACT a lump sum payment of \$10,000.00 upon execution of this agreement.
3. ACT shall use the public funds to assist in funding its mission to recruit, educate and guide high school students for educational and employment opportunities in the construction industry.

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

4. ACT shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Offices of Commissioner Carrington and Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 30, 2018, whichever shall occur first.

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

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

7. The ACT representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in

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

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

Academy of Craft Training

Mark D. McCord

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, and Jimmie Stephens.

Commissioner Bowman announced that the Jefferson County Purchasing Department would be hosting a Meeting on July 20, 2017, from 10:20 AM to 12 Noon, in Suite # 200 of the Courthouse, for the purpose of educating people on the process and procedures of the DBE Program.

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, July 26, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk