

STATE OF ALABAMA)

JEFFERSON COUNTY) August 13, 2015

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner seconded by Commissioner that the Minutes of July 30, 2015, be approved. Voting "Aye".

The Commission met in Work Session on August 11, 2015, and approved the following items to be placed on the August 13, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 12, excluding Item 11 and one additional item.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 10 and Addendum Item 1.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 24.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 37.

Committee meeting was recessed to Thursday, August 13, 2105 at 9:00 a.m. Committee Meeting reconvened August 13, 2015 at 9:00 a.m. Five additional items were added.

Aug-13-2015-673

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

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

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

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

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

Z-2015-010 Jessie Anita Crotwell, owner; Dr. Tabitha Gathrey, agent; requests a change of zoning on Parcel ID# 38-32-3-001-012.000 in Section 32 Twp 19 South Range 4 West from A-1 (Agricultural) to C-P (Preferred Commercial) for a dentist office. (Case Only: 5776 Pocahontas Road, Bessemer, AL 35022)(MCCALLA)(1.4 Acres M/L)

Contingency: A preliminary drainage study shall be submitted to and approved by the Department of Roads and Transportation.

Covenants: 1. All site lighting shall be directed downward; 2. Any freestanding sign shall be a monument sign; 3. The road in front of the development shall be restriped and a commercial class driveway constructed according to the specifications of the Department of Roads and Transportation; and, 4. A privacy fence shall be constructed along the north property line as presented in the July 9, 2015 public hearing.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-010 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman and Stephens. Commissioner Brown was not in Chambers during this vote.

Aug-13-2015-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Forestdale Community Development Association providing funding to pay for liability policy for Holiday Hills Park and for supplies related to an event celebrating the seniors of Holiday Hills.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Forestdale Community Development Association ("Forestdale") applied for a grant of funds for \$5,000.00; and

WHEREAS, FORESTDALE is a 501(c)(3) organization which seeks funds to pay for liability insurance (\$2,500) for Holiday Hills Park and (\$2,500) to pay for supplies for an event at Holiday Hills Park to celebrate senior residents who live in the holiday hills area of Forestdale. The supplies include, but are not limited to, portable restrooms, lighting, catering, and a tent for shelter, as well as recreational activities for small children and seniors; and

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

WHEREAS, Commissioner George F. Bowman has recommended funding of \$5,000.00 to FORESTDALE, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to FORESTDALE a lump sum payment of \$5,000.00 upon execution of this agreement.
3. FORESTDALE shall use the public funds to pay for liability policy for Holiday Hills Park and for supplies related to an event celebrating the seniors of holiday hills.

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

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

FORESTDALE COMMUNITY DEVELOPMENT ASSOCIATION

WENDELL JONES, PRESIDENT

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

Aug-13-2015-675

WHEREAS, the development and construction of Forestdale Fire Station #3 serves a public purpose and is in the interest of the citizens of Jefferson County; and

WHEREAS, the cost of said project are the responsibility of the Forestdale Fire Department, which is an organization funded by County citizens within the Forestdale Fire District; and

WHEREAS, the Commission wishes to support the efforts to provide fire protection in the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that any rezoning, variance and plan review fees for the Forestdale Fire Station #3 project, be and hereby is waived.

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

Aug-13-2015-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Innovation Associates, Inc. to provide maintenance/support for PharmAssist Robotic for the FY2015-2016 in the amount of \$14,148.

CONTRACT NO.: 00005680

Contract Amendment No. II

This Amendment to Contract entered into on the 16th date of September, 2014, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County", and "Innovation Associates, Inc.," hereinafter referred to as the "Contractor" to provide maintenance and support for PharmAssist Robotic.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

Amendment I of the contract between the parties referenced above, approved by the Commission on January 9, 2014; MB: 167, Page (s) 198, is hereby amended as follows:

TERMS OF AGREEMENT

Amend the term to October 1, 2015 through September 30, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission
INNOVATION ASSOCIATES, INC.

_____, Authorized Representative

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

Aug-13-2015-677

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Siemens Water Technologies, LLC, d/b/a Evoqua Water Technologies to provide service and parts for the laboratory de-ionized water system for FY2015-2016 in the amount of \$2,689.

CONTRACT NO.: 00005878

Contract Amendment I

This is Amendment I to Contract entered into the 28 day of August, 2014 between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, and Siemens Water Technologies, LLC, d/b/a Evoqua Water Technologies, hereinafter referred to as the "Contractor" for annual service and part for the laboratory DI (de-ionized) water system.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00005878. The Contract between the parties referenced above, was approved by the Commission on August 28, 2014; recorded is MB 166, Page (s) 606.

Amend Term of Contract:

Amend the term to October 1, 2015 through September 30, 2016.

See quote for minimum yearly total.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

VENDOR:

_____, Authorized Representative

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

Aug-13-2015-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Intersystem Corporation to provide maintenance/support for Cache Entree with Shadow Server subscription software for FY2015-2016 in the amount of \$56,520.

CONTRACT NO.: 00006082

ITB-113-14

Contract Amendment I

This is Amendment I to Contract entered into the 1st day of October, 2014 between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, and Intersystem Corporation, d/b/a ISC, hereinafter referred to as the "Contractor" for annual maintenance and support for cache entree with shadow server subscription at Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 6082. The Contract between the parties referenced above, was approved by the Commission on September 25, 2014; recorded in MB 167, Page (s) 80-82.

Amend Term of Contract:

Amend the term to October 1, 2015 through September 30, 2016.

Item #4: COMPENSATION:

Compensation will be \$58,781 for the 1st renewal term, as indicated in the original contract.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

VENDOR

_____, Authorized Representative

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

Aug-13-2015-679

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and AIDS Alabama/Enroll Alabama for lease of office space on the 1st Floor at CGMHS building for the period September 15, 2015 - September 14, 2016 in the amount of \$450.

CONTRACT NO.: 00006484

Contract Amendment No. I

This Amendment to the Contract entered into the 14th day of September, 2014, between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and AIDS Alabama/Enroll Alabama, hereinafter referred to as "Tenant" to license Tenant an office located on the first floor near the waiting room area of Cooper Green Mercy Health Services building.

WITNESSETH:

WHEREAS, the County desires to amend the Contract: and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006484. The Contract between the parties referenced above, was approved by the Commission on September 14, 2014; recorded in MB: 166 Page (550-554):

Amend the term of the contract to September 15, 2015 through September 14, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

AIDS ALABAMA/ENROLL ALABAMA

_____, Authorized Representative

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

Aug-13-2015-680

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and University of Alabama School of Nursing to employ certain nurse practitioners needed to perform clinical services for CGMHS for the period August 1, 2015 - July 31, 2016 in the amount of \$32,000.

CONTRACT NO.: 00006570

Contract Amendment No. I

This Amendment to the Professional Staffing Contract entered into the 25th day of September, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and University of Alabama School of Nursing, hereinafter referred to as "UAB" to employ certain nurse practitioners who are needed to perform clinical services for CGMHS.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006570. The Contract between the parties referenced above, was approved by the Commission on September 25, 2014; recorded in MB: 167, Page (78-80):

Amend the term of the contract to August 1, 2015 through July 31, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

University Board of Trustees School of Nursing

Stephanie Mullins, Authorized Representative

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

Aug-13-2015-681

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Meditec, Inc. - Carl Zeiss to provide preventative maintenance, on-site parts and labor and telephone support for the visual field machine for the period September 1, 2015 - August 31, 2016 in the amount of \$1,308.

CONTRACT NO.: 00006633

Contract Amendment I

This is Amendment I to Contract entered into the 1st day of October, 2014 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Zeiss Meditech, hereinafter referred to as the "Contractor" to maintenance on the visual field machine in the outpatient care clinic at Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006633. The Contract between the parties referenced above, was approved by the Commission on September 1, 2014; recorded in MB 167, Page (s) 134-136.

Amend Term of Contract:

Amend the term to September 1, 2015 through August 31, 2016.

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

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

VENDOR:

_____, Authorized Representative

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

Aug-13-2015-682

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Cintas Corporation to pick up and deliver micro fiber mops and floor mats for FY2015-2016 in the amount of \$7,600.

CONTRACT NO.: 00006777

Contract Amendment I

This is Amendment I to Contract entered into the 1st day of October, 2014 between Jefferson County, Commission, d/b/a/ Cooper Green Mercy Health Services, and Cintas Corporation, hereinafter referred to as the "Contractor" to pick up and deliver micro fiber mops and floor mats to Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006777. The Contract between the parties referenced above, was approved by the Commission on December 18, 2014; recorded in MB 167, Page (s) 342-344.

Amend Term of Contract:

Amend the term to October 1, 2015 through September 30, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

CONTRACTOR:

_____, Authorized Representative

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

Aug-13-2015-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Regional Paramedical Services to provide patient transportation (ambulance) services for the period June 4, 2015 - June 3, 2018 and compensated for services rendered based upon the fee schedule.

CONTRACT NO. 00007358

REFERENCE ITB #: 90-15

PROFESSIONAL SERVICES CONTRACT "AMBULANCE SERVICES"

THIS AGREEMENT entered into this 4th day of June, by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Regional Paramedical Services, hereinafter called "RPS". The effective date of this agreement shall be June 4, 2015 or upon Commission Approval.

WHEREAS, the County desires to contract for Cooper Green Mercy Health Services, "Administration," hereinafter called "the County"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 90-15 dated April 23, 2015, the terms of which are included herein by reference. The Contractor shall perform all necessary services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 - A maximum response time of 30-45 minutes.
 - On staff Medical Director with continuous review and updates to ensure all state, county, and local clinical protocols are followed.
 - Liability insurance primary coverage of at least \$1,000,000 with excess of not less than \$5,000,000 in aggregate to reduce the

institution or local government liability.

- A Comprehensive Driver Training Program to ensure the safety of the patient being transported and the citizens at large.
- Continuing Medical Education and OSHA Training to its employees to ensure the highest level of clinical expertise and working environment safety.
- Each vehicle equipped with 12 lead EKG with transmit capability.
- Computer Aided Dispatch System staffed by EMD Certified Dispatchers to ensure timely response and appropriate record keeping to enhance the integrity of performance reports.
- Quality Assurance and Quality Improvement Department to ensure that quality is continually maintained and improve patient care.
- Documented Community Programs that the provider participates in for the privilege of providing service to the institutions or local government.
- Two (2) each employees for these services shall meet the requirements for ambulance operators as set by the City of Birmingham, the Emergency Medical Service of the State of Alabama and/ the Federal Department of Transportation.
- Qualified personnel will be available within the time frame specified to provide this service for routine, Non-emergent transportation as specified for Cooper Green Mercy Health Services.
- Qualified personnel must attend a comprehensive driving program on a biennial basis and shall be monitored for good driving and safety practices. Proof of said training must be sent to Jefferson County after each course.
- All EMT/Paramedics must have current Basic Cardiac/Life Support/Cardiopulmonary Resuscitation Certification through the American Heart Association
- Time of performance and quality of performance are of the essence of this contract. Failure to perform within the guideline of the contract will constitute sufficient grounds for cancellation at the option of the county commission. Said contract may be cancelled with 30 day written notice.

TRANSPORTATION REQUIREMENTS:

- Patients will be picked up by qualified persons from the facility by wheelchair or stretcher and transported to the specific destination.
 - Transport needs will include Transportation of ambulatory/wheelchair, stretcher and non-critically ill patients.
 - All supplies necessary for transport or patient care during transport shall be supplied by vendor. All necessary emergency equipment and supplies will be maintained in the transport vehicle at all times.
 - Vehicle Total shall be a number deemed sufficient by the Cooper Green Mercy Health Services Medical Staff, and Youth Detention and the Jefferson County Commission to assure successful performance of any contract awarded as a result of this bid.
 - Any and all subcontracts entered into by the successful bidder as a result of this bid are subject to approval by the Jefferson County Commission. A listing of these contracts shall be furnished to the Jefferson County Purchasing Department no later than 7 days after said contract commences.
 - By accepting the above listing, Jefferson County does not assume responsibility for payment to said subcontractors. The responsibility for payment lies with the successful bidder.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to the County beginning Upon Commission Approval for twelve consecutive months. However, the contract may be extended, at the County's option, for a period of up to (2) additional 1 year terms. The completion date of all services under this Contract is June 3, 2018.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered based upon the pricing provided by ITB 90-15. See attached fee schedule for awarded pricing.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **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.
7. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
8. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed,

and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. 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.

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

11. 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.

12. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

13. 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.

14. 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.

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

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

16. ASSIGNMENT No portion of this ITB 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 Bidder to subcontract (assign) any portion of this contract, the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract

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

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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

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

_____, Authorized Representative for Contractor (REGIONAL PARAMEDICAL SERVICES (RPS)

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

Aug-13-2015-684

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and EGS Commercial Real Estate, Inc. to act as sole and exclusive right to sell property located at 120 County Shop Road (Central Laundry).

Exclusive Listing Agreement

For the Sale of Real Property

Birmingham, Alabama - _____, 2015 (Effective Date)

Jefferson County (hereinafter referred to as "Owner") hereby appoints EGS Commercial Real Estate, Inc., whose mailing address is Post Office Box 530487, Birmingham, AL 35253-0487 (hereinafter referred to as "EGS"), as the sole and exclusive agent with the exclusive right to sell the property located at 120 County Shop Road, Birmingham, Alabama 35217 as outlined in Exhibit B, (the "Property"), commencing on the date of this Exclusive Listing Agreement ("Agreement") and continuing through July 31, 2018 (the "Listing Period"), under the terms specified herein or under other terms acceptable to Owner.

The parties further agree:

1. EGS will enlist the best efforts of its organization in an effort to secure a satisfactory purchaser and, if EGS deems necessary, it will also solicit the cooperation of other real estate brokers.
2. All inquiries or offerings received by Owner shall be referred to EGS and all negotiations shall be conducted solely by EGS or under the direction of EGS and subject to Owner's final approval.
3. EGS, at its sole cost and expense, shall market the Property or portions thereof, shall prepare marketing materials, including but not limited to a promotional information sheet, map and preliminary package to be used in its marketing efforts, and shall have a sign installed on the Property indicating for sale. Any marketing or advertising materials or costs in addition to the items detailed above herein shall be subject to Owner's prior written approval and at Owner's expense. Prior to advertising the property for sale, EGS will coordinate with Jefferson County to determine the listing price by using the appraisal of fair market value of the machinery and equipment completed for Jefferson County by Campbell and Associates in 2007 and by coordinating a Real Property valuation to be completed by Cushman & Wakefield with a cost not to exceed \$2,000.00 at Owner's expense. The County Manager or designee will provide written consent to the listing price for both Real Property and Personal Property prior to advertising the property for sale,
4. EGS is authorized to accept deposits pursuant to the proposed sale on behalf of Owner and EGS shall retain same until closing of or defeat of the sales contract.
5. Personal Property (equipment) owned by Jefferson County will be included in sale of real property. All Personal Property included in sale is attached as Exhibit A. All property will be sold "As Is" and will be advertised as such.
6. Possession of the Property shall be delivered to purchaser at closing.
7. Owner agrees that any known defects of a material nature (including, but not limited to, structure defects, soil conditions, hazardous materials, violation of health, zoning or building laws, and non-conforming uses or zoning variances) shall be made known to EGS by Owner

and must be disclosed by EGS to any prospective purchaser.

8. Owner agrees to pay a full commission of six percent (6.0%) of the gross sales price at closing, whether such sale of the Property be made or purchaser procured by Owner or EGS or by any other person upon any terms acceptable to Owner or if the Property is afterward sold to a purchaser to whom it was submitted by EGS or by Owner or by anyone else during the existence of this agency. If EGS is the only broker and four percent (4.0%) of the sales price will be due.

A. Commissions shall be earned upon the happening of any of the following:

i. The sale of the Property within the Listing Period by Owner, by EGS, or by any other person; or

ii. The sale of the Property within One Hundred Twenty (120) calendar days subsequent to the expiration of the Listing Period, to anyone with whom EGS negotiated and whose name was submitted in writing to Owner by EGS during the Listing Period (including any extension thereof); or

iii. The commission obligation shall apply to a contract made during the original term of this Listing Agreement or made during any extension of such original or extended term. The commission described shall be payable at the time of the closing of the Sales Contract.

B. If a licensed real estate broker other than EGS is the effective procuring cause of any such sale, EGS shall use its best efforts to have such other broker agree to share the full commission with EGS on a fifty/fifty (50/50) basis. If the outside broker will not accept the commission, then Owner's written approval will be necessary if the proposal is to be further negotiated. In no event shall EGS be liable for the failure to obtain an outside broker's acceptance of the commission.

9. EGS shall not be obligated to advance funds for the benefit of Owner in order to complete a transaction (for example, soil test, title reports, engineering studies).

10. Owner agrees to maintain the Property, including the grounds, so as to facilitate the marketing of the Property. Owner agrees that EGS shall not be responsible for the maintenance of the Property nor shall EGS be liable for damage of any kind occurring to the Property, unless the damage shall be caused by the negligence of EGS.

11. For a sales contract, in the event title does not close (the "Non Closing Sale" and the deposit or any portion thereof is retained by the Seller, the commission to be paid to EGS as a result of the Non Closing Sale shall be either one-half (1/2) of the amount of the deposit or the regular commission computed as set forth above, whichever is less.

12. EGS recommends that the Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed sale of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects, and compliance with the Americans with Disabilities Act. EGS will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and EGS. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding EGS's assistance in gathering any financial information.

13. Owner agrees to hold and save EGS and its respective partners, members, shareholders, directors, officers and employees free and harmless from any claim for damages or injuries to persons or property by reason of any cause whatsoever either in and about the Property when EGS is carrying out the provisions of this Agreement or acting under the express or implied directions of the Owner. The foregoing obligations of Owner shall survive the expiration or termination of this Agreement

14. The undersigned Owner and EGS agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The EGS will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status

15. This Listing Agreement is executed in multiple copies and Owner acknowledges receipt of a copy of this Listing Agreement signed by EGS.

16. This Agency shall be binding on the Parties hereto, their respective successors, distributees, executors, administrators, and assigns.

17. When Owner and the other party are both clients of EGS, certain differences or potential conflicts of interest may arise. In these situations, Owner agrees that EGS shall represent Owner and the other party in a limited consensual dual agency capacity. This may only be done with the written, informed consent of all parties. In a limited consensual dual agency situation, EGS' duties remain the same as single agency with the exception that EGS and its licensees shall not disclose confidential information received from one party to any other party, unless so authorized in writing. By signing this agreement, Owner hereby consents to EGS acting in a limited consensual dual agency relationship.

18. In the event, as Owner shall in its reasonable judgment determine that EGS is not diligently performing its duties hereunder, Owner shall have the right to terminate this Agreement, upon no less than thirty (30) days prior written notice to EGS of such default describing such failures with reasonable specificity. EGS shall have thirty (30) days to cure said default after the giving of such notice, or such longer period as may be necessary to cure the default if the default cannot be cured in such thirty (30) day period, provided EGS commences to cure said default within such period and thereafter diligently proceeds to do so. In such event of termination, no commission shall be payable to EGS

or any co-broker.

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

20. Upon Thirty (30) days written notice by either the Owner or EGS, this contract may be terminated regardless of the reason. However, any termination for convenience will be subject to the terms contained in paragraph 9 of this Agreement.

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

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

23. Additional provisions attached hereto and a part hereof as Exhibit A: List of Personal Property to be sold with Real Property and Exhibit B: Survey of Property.

ACCEPTED:

BROKER:

EGS COMMERCIAL REAL ESTATE, INC.

R. William Pradat, Jr., SIOR - Qualifying Broker

OWNER:

JEFFERSON COUNTY

James. A. Stephens, President - Jefferson County Commission

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

Aug-13-2015-685

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Graham & Company, LLC to act as sole and exclusive right to sell property located at 2601 Highland Avenue, South (OSCS building).

GRAHAM & COMPANY, LLC

EXCLUSIVE LISTING AGREEMENT

This EXCLUSIVE LISTING AGREEMENT (this "Agreement") is made and entered into on day of, 2015 between Jefferson County, Alabama ("Owner"), whose address is: 716 Richard Arrington Jr. Blvd N., Birmingham, Alabama 35203 and Graham ft Company, LLC

("Broker"), whose address is provided above.

1. Exclusive Right to Sell. In consideration of the services to be rendered by Broker on behalf of Client to list and its efforts to sell the Property described below (the "Property"), Owner hereby grants Broker the sole and exclusive right to offer for sale and to sell the Property through its efforts for a purchase price of not less than the assessed fair market value, or at a price acceptable to the Owner.

The Property that is subject to this Agreement is described as: 2601 Highland Avenue South, Birmingham, Alabama 35205.

2. Duration of Agreement. This Agreement shall remain in force from on or about July 30, 2015 until 12:00 Midnight on July 29, 2016 or until the property is sold whichever occurs first. If Owner executes any agreement for the sale of the Property that will be consummated after the expiration of the term of this Agreement, the term hereof shall also be extended until the consummation of such sale or the termination of such contract for the sale of the Property.

3. Termination of Agreement:

4. Sale After Termination of Agreement. If a contract for the sale of the Property is executed by the Owner with a party or on behalf of a party for whom a proposal was submitted by Broker within 90 days after the termination of this Agreement, or if such sale is in the act or course of negotiation at the time this Agreement is terminated and such negotiation continues to conclusion after the expiration of the foregoing time period, Broker will nevertheless be entitled to its full commission.

5. Authority of Broker. During the term of the Agreement, Broker is granted the sole authority to advertise the property for sale, to place a "For Sale" sign on the same and to take all steps necessary to bring about a sale thereof. Unless otherwise agreed, Broker agrees to pay for all advertising (brochures, mailings and display ads, if desired). During the term hereof, Owner agrees to refer to Broker all inquiries or offers it may receive for the purchase of the Property. Owner also agrees to (i) furnish Broker with keys to the Property; (ii) allow the use of Owner's name and property information when necessary or desirable in marketing the Property; and (iii) make the Property available for showing to prospective purchasers during reasonable hours.

6. Termination for Convenience. This agreement may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. However, any termination for convenience by the County shall be subject to the terms stated in paragraph 4 of this Agreement.

7. Representations/Agency.

a. Owner represents to Broker that it is Owner in a fee simple of the Property and that there are no mortgages, liens or other encumbrances thereon except as identified in the attached Exhibit A.

b. Owner specifically represents and warrants that it has complete authority to sell the Property and convey title thereto. Owner has personally reviewed this Agreement and any exhibits hereto and acknowledges that all of the information contained in this Agreement and the exhibits, if any, relating to the description and physical condition of the Property were provided by Owner and are accurate to the best of Owner's knowledge. OWNER AGREES TO BE RESPONSIBLE FOR ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE PROPERTY INFORMATION CONTAINED HEREIN OR OF ANY OTHER INFORMATION HEREINAFTER PROVIDED BY OWNER TO BROKER OR TO ANY OTHER PARTY RELATIVE TO THE PROPERTY.

c. Broker makes no representations or guarantee to Owner of a sale of the Property. Broker does not represent or warrant as to the ability of a Prospect or Buyer to perform under a sale.

d. Broker enters into this agreement as the Agent for the Owner, and Broker will represent the Owner exclusively, Single Agency.

However, Broker and Owner acknowledge that circumstances may develop where Graham is also acting on behalf of another party to the transaction for the property that is the subject of this listing. Further Broker and Owner agree that under such circumstances Broker's role will convert from Single Agency to Limited Consensual Dual Agency; Broker will supply Owner written notice of such change.

8. Commission. If the Property is sold through the efforts of Broker or if Broker locates a prospect ready, willing, and able to purchase the Property, or in the event that the Property is sold while this Agreement is in force, by Owner or anyone else, Broker will be entitled to a commission in an amount equal to the following:

Sale or Exchange: 4 % (or if co-brokered with another agency or with another Graham Ft Company, LLC agent representing a buyer 6%) of the sales price or exchange value.

9. Disclosure. Owner hereby specifically authorizes Broker and all sub-agents to disclose to prospective buyers any defects, latent or otherwise, known to them. Owner acknowledges that Broker does not have the responsibility to discover latent defects in the Property (including the presence of any hazardous or toxic substances on the Property) or to advise Owner on matters outside the scope of Broker's license.

10. Independent Broker. Broker is acting as an independent Broker and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or other relationship between Owner and Broker, except as limited by the terms of this Agreement.

11. Attorneys' Fees: Deleted

12. Miscellaneous.

a. This Agreement and the RFQ- 86-15 supersede all prior discussions and agreements between Owner and Broker with respect to the Property and contains the sole and entire understanding between Owner and Broker with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

b. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

d. All notices which may be or are required to be given or made by any party hereto in connection with this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered or when received or refused after placed in United States mail or certified, return receipt requested, to the addresses set out herein, or to such other addresses as are from time to time specified by written notice delivered in accordance herewith:

13. Additional Terms and Conditions.

a. County, Broker and Broker's representative signed below certify by the execution of this Agreement that no part of the funds paid by the County and or State 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 Broker 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 Consortium or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

c. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

WITNESSES:

BROKER:

GRAHAM & COMPANY, LLC

OWNER:

James A. Stephens, President - Jefferson County Commission

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

Aug-13-2015-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the American Cancer Society to provide funding for groundbreaking cancer research at UAB as well as fund the Hope Lodge facility in Birmingham in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, American Cancer Society ("ACS") applied for a grant of funds for \$2,500.00; and

WHEREAS, ACS is a 501(c)(3) organization which seeks assistance to help fund groundbreaking cancer research at UAB as well as fund the Hope Lodge facility in Birmingham, AL, where cancer patients can stay free of charge while receiving treatments.

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,500.00 to ACS, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to ACS a lump sum payment of \$2,500.00 upon execution of this agreement.
3. ACS shall use the public funds to help fund groundbreaking research at UAB and to help fund the Hope Lodge facility in Birmingham, AL.

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

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

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

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

7. ACS, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further 2 certify that neither ACS, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly

authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

AMERICAN CANCER SOCIETY

JULIA WEBS, ACCOUNT EXECUTIVE, PARTNER RELATIONS

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

Aug-13-2015-687

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Wenonah High School Grand Alumni Association to provide funding for alumni luncheon in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Wenonah High School Grand Alumni Association ("WENONAH") applied for a grant of funds for \$2,000.00; and

WHEREAS, WENONAH is a 501(c)(3) organization which seeks funding for its alumni luncheon in which all Wenonah High graduates have been invited. The luncheon hopes to inspire alumni to assist the alumni association to be influential to help the present students of Wenonah High. The luncheon also will serve as an incentive for Wenonah students residing in the western Jefferson County communities (Wenonah, West End, Grasselli Heights, Ishkooda, Brownsville and Riley/Travelick); and

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

WHEREAS, Commission Sandra Little Brown has recommended funding of \$2,000.00 to WENONAH, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to WENONAH a lump sum payment of \$2,000.00 upon execution of this agreement.
3. WENONAH shall use the public funds to fund their alumni luncheon in hopes that alumni will be influential to present Wenonah High students.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

WENONAH HIGH SCHOOL GRAND ALUMNI ASSOCIATION

Rosalind Rudolph Young, President

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

Aug-13-2015-688

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Agreement with the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide substance abuse services for the period July 1, 2015 - June 30, 2016 in the amount of \$574,000 - Second Chance Reentry grant funds from the Department of Justice.

AGREEMENT

THIS AGREEMENT entered into this _____ day of June 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2015.

WHEREAS, the County desires to contract for a Second Chance Reentry grant; and

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

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

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

The Contractor shall implement measures to reduce recidivism and achieve the following goals:

 - Increase screening and assessment during incarceration
 - Improve the provision of treatment to adults with co-occurring substance abuse and mental health disorders after incarceration
 - Reduce the use of alcohol and other drugs by long-term substance abusers with co-occurring disorders during and after the transition from incarceration to the community
 - Reduce recidivism among program offenders
 - Monitor program performance to gauge effectiveness
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2016.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$574,000.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. All funds paid under the terms of this Agreement shall be on a reimbursement basis for eligible expenditures incurred beginning with the effective date of this Agreement. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the payment request. Funds for this will be paid from a grant to Jefferson County Commission from the Department of Justice. Requests for payments will be paid by the Finance Department upon receipt of invoice.
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party

without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal 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. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

10. 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.

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

12. LIABILITY:

A. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1 § 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Department of Community & Economic Development
716 Richard Arrington Blvd. North
Suite A-430
Birmingham, AL 35203

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: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not

less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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

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

20. (Sic) ADHERENCE TO SPECIAL CONDITIONS: The contractor agrees to adhere to the Special Conditions in Attachment B and Statement of Assurance for Data Collection in Attachment C.

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

CONTRACTOR:

Lynn W. Stedman, MBA

Director - Office of Sponsored Programs

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

Aug-13-2015-689

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Hatch Mott MacDonald to provide engineering services in connection with the Trafford Road Improvements Project. The fee for these services shall not exceed Twenty Eight Thousand Six Hundred Fifty and 00/100 Dollars (\$28,650.00), and will be paid for in full with federal funds. This project is from the Program Year 2014 funds.

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

Aug-13-2015-690

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates to provide engineering services in connection with the North Smithfield Manor Storm Shelter II. The fee for these services shall not exceed One Hundred Thousand Five Hundred and Five Dollars and 00/100 Dollars (\$100,505.00), and will be paid for in full with CDBG-DR federal funds. This project is from the 2012 Program

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

Aug-13-2015-691

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Hatch Mott MacDonald Alabama, LLC for the provision of engineering services in connection with the Midfield Park Improvements Project (CD14-03F-M-MPI). The fee for these services shall not exceed Thirty One Thousand Seven Hundred Fifty and 00/100 Dollars (\$31,750.00), and will be paid for in full with federal funds. This project is from the 2014 Program Year.

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

Aug-13-2015-692

WHEREAS, a mortgage was executed by Samuel and Annie Spindle for the purchase of a property at 4000 Poplar Drive, Adamsville, Alabama 35005 and recorded on May 5, 2010 in LR201004 Page 2110 in the Probate Office of Jefferson County, Alabama; and

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

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

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

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

Aug-13-2015-693

WHEREAS, a Promissory Note and related Financing Documents were executed by Willie B. McWilliams (Maker) for the purchase of a property at 1067 7th Street S.E., Graysville, Alabama 35073; and

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

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

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

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

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

Aug-13-2015-694

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Center Point for Senior Nutrition Center Program. The agreement is in the amount of \$10,000.00 and is for the period October 1, 2014 through September 30, 2015.

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

Aug-13-2015-695

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jefferson Blount St. Clair Mental Health to provide on-site mental health services for a period of three years in the amount of \$137,200 for FY2015-2016. (FY2016-2017 - \$\$145,200/FY2017-2018 \$148,000).

CLARITY NO. #7521

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 29th day of June 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson-Blount-St. Clair Mental Health/Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2015.

WHEREAS, the County desires to contract for mental health services for Family Court; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall provide the following services to Jefferson County:

- Mental health services including screening and assessments, psychological evaluations, mental health consultations with Family Court staff, referral to appropriate level of services, among others, are to be provided.

- Psychological Evaluations to be performed by a licensed doctoral level Clinical Psychologist on referred individuals using such testing as is appropriate. Case and program consultation as requested by the Presiding Family Court Judge, Probation Staff and Jefferson County Youth Detention Facility Staff, or Court Administration on testing and evaluation. Preparation and furnishing of a report within 14 working days of completion of testing to the Court and probation staff as required.

- In addition to the psychological evaluations, on site staffing is to include 2 Master's level Mental Health Liaisons (one acting as a Unit Supervisor) and up to 20 hours a month of psychiatric time.

- Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are actively involved with the Family Court of Jefferson County.

- The Contractor will submit a monthly service report and an annual report containing program data to be specified by the Court.

- These services shall be provided at the campus of the Family Court in space provided by the Jefferson County Commission.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall

be available to render mental health services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2018.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract as specified in Appendix A which is made a part of this agreement by reference.

- Not to exceed the maximum amount of \$137,200.00 for FY16 (October 1, 2015 - September 30, 2016)

- Not to exceed the maximum amount of \$145,200 for FY17 (October 1, 2016 - September 30, 2017)

- Not to exceed the maximum amount of \$148,000.00 for FY18 (October 1, 2017 - September 30, 2018)

The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party

without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance

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

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

9. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

10. 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.

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

12. LIABILITY:

A. 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.

B. The Contractor will indemnify and save 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 COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..

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

Client: Family Court
120 2nd Ct. N.
Birmingham, AL 35204

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Copy to: Jefferson County Commission
Purchasing Department
716 N Richard Arrington Jr. Blvd

Suite 830
Birmingham, AL 35203

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. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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.

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

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

CONTRACTOR:
Dr. Richard Craig, Ph.D.
Executive Director
Jefferson-Blount-St. Clair Mental Health Authority

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

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

Aug-13-2014-696

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jeremy Wright to serve the unexpired term of Jay Countryman on the McAdory Area Fire District Board for a term expiring December, 2017, be and hereby is approved.

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

Aug-13-2015-697

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Matt Tatum to serve on the McAdory Area Fire District Board for a term expiring December, 2019, be and hereby is approved.

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

Aug-13-2015-698

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Maytown Fire Department to provide funding to purchase two batteries for their thermal imaging cameras and to purchase a quick attack monitor in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Maytown Fire Department ("Maytown FD") applied for a grant of funds for \$2,500.00; and

WHEREAS, Maytown FD was created by the Alabama Legislature Act 79 of the Special Session of the Legislature of Alabama of 1966, as amended by Act No. 488/1967, Act. No. 702/1967, Act No. 841/1971, Act No. 717/1973 and Act. No. 678/1977. Maytown FD seeks assistance with the cost to purchase two (2) batteries for their thermal imaging camera which is used to locate victims inside smoked filled environments; and to purchase a quick attack monitor which frees up personnel to perform multiple functions at once, as the Maytown FD only has twelve (12) members at this time; and

WHEREAS, Maytown FD meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows;

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to Maytown FD a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Maytown FD shall use the public funds to purchase two (2) batteries for their thermal imaging camera and to purchase a quick attack monitor.

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

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

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

6. Maytown FD, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County

pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

MAYTOWN FIRE DEPARTMENT

KEVIN GOOLSBY, FIRE CHIEF

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

Aug-13-2015-699

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Town of Maytown to provide funding to purchase a new HVAC window unit as well as repair and repaint playground equipment in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, MAYTOWN is a municipality incorporated on September 1, 1953. It seeks funds to replace an AC/Heat Pump window Unit (\$900) located at park building at the J.T. Williams Memorial Park; as well as funds to repair and repaint playground equipment (\$1,900) at the J.T. Williams Memorial Park; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to

MAYTOWN, and tire grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows;

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to MAYTOWN a lump sum payment of \$2,500.00 upon execution of this agreement.
3. MAYTOWN shall use the public funds to purchase a new HVAC window unit as well as repair and repaint playground equipment.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

TOWN OF MAYTOWN

ANN GOOLSBY, MAYOR

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

Aug-13-2015-700

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Bagley Volunteer Fire & Resue to provide funding to purchase tires for the front line fire apparatus in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Bagley Volunteer Fire & Rescue ("Bagley Fire") applied for a grant of funds for \$5,000.00; and
WHEREAS, Bagley Fire is a 501 (a) tax exempt organization seeking assistance with the purchase of replacing tires on the front line fire apparatus (\$5,500.00 cost replacement); and

WHEREAS, Bagley Fire meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$5,000.00 to Bagley Fire, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to Bagley Fire a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Bagley Fire shall use the public funds to purchase tires for the front line fire apparatus.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have heretofore 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. STEPHEN, PRESIDENT - JEFFERSON COUNTY COMMISSION

BAGLEY VOLUNTEER FIRE & RESCUE, INC.

DARRYL TAVEL, FIRE CHIEF

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

Aug-13-2015-701

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Concord Fire Department to fund to purchase a fire hose that supplies water from the hydrant to the truck in the amount of \$3,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Concord Fire Department ("Concord FD") applied for a grant of funds for \$3,500.00; and

WHEREAS, Concord FD is a 501(c)(3) organization seeking assistance with the costs associated with the purchase of replacing a fire hose that is used to supply water from the fire hydrant to the fire truck (\$5,500.00 cost replacement); and

WHEREAS, Concord FD meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$3,500.00 to Concord FD, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to Concord FD a lump sum payment of \$3,500.00 upon execution of this agreement.
3. Concord FD shall use the public funds to purchase a fire hose that supplies water from the hydrant to the truck.

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

4. Concord FD shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report

describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

CONCORD FIRE DEPARTMENT

DUANE PRATER, FIRE CHIEF

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

Aug-13-2015-702

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Town of Sylvan Springs to provide funding to pay for the construction costs associated with building a 20 x 20 pavilion at Sylvan Walking Track/Park in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, TOWN OF SYLVAN SPRINGS ("SYLVAN SPRINGS") applied for a grant of funds for \$2,500.00;
and

WHEREAS, SYLVAN SPRINGS is a municipality incorporated on May 15, 1957. It seeks assistance with the costs associated with the construction costs to build a 20 x 20 pavilion at Sylvan Springs Walking Track/Park to benefit Sylvan Springs community; and

WHEREAS, SYLVAN SPRINGS meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to SYLVAN SPRINGS a lump sum payment of \$2,500.00 upon execution of this agreement.

3. SYLVAN SPRINGS shall use the public funds to pay for the construction costs associated with building a 20 x 20 pavilion at Sylvan Walking Track/Park.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

TOWN OF SYLVAN RINGS

STEVAN PARSONS, MAYOR

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

Aug-13-2015-703

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

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, CHSB is a tax exempt non-profit educational institution which seeks assistance with the costs of purchasing an oboe instrument (\$3,300 cost to purchase said instrument) for students interested in being part of the band at Corner High School; and

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

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

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development

and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to CHSB a lump sum payment of \$2,500.00 upon execution of this agreement.
3. CHSB shall use the public funds to purchase an oboe instrument for the use by students at Corner High School.

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

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

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

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

7. CHSB, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further 2 certify that neither CHSB, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any- manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

CORNER HIGH SCHOOL

RON COOPER, PRINCIPAL

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

Aug-13-2015-704

WHEREAS, United Way of Central Alabama, Inc. was organized in 1923 with 31 agencies and a goal of \$450,000; and
WHEREAS, today, United Way's impact has grown to over 80 programs and initiatives and a fundraising impact of over \$37 million;
and

WHEREAS, United Way has a rich history in helping neighborhoods and communities in Central Alabama by successfully sustaining partnerships with agencies that feed the hungry, help individuals and families become more financially stable, educate children, and offer relief when disaster strikes, among other things; and

WHEREAS, Jefferson County Commission has been a proud partner of United Way campaigns in the past; and

WHEREAS, the Jefferson County Commission encourages its employees to be good stewards of the communities in which they live and serve; and

WHEREAS, Jefferson County employees raised \$24,767 for the United Way in 2014.

NOW THEREFORE BE IT RESOLVED, that the Jefferson County Commission supports and encourages efforts of employees to give to the United Way in their 2015 fund raising campaign.

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

Aug-13-2015-705

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of General Services, the President of the Commission is hereby authorized to execute the attached Right-of-Way Road Deed (Jefferson County to Jefferson County) Hartsfield Drive #263.001. The purpose of this conveyance is to provide a public right-of-way that is separate from the Mount Olive Community Center property.

RIGHT-OF-WAY DEED (ROAD)

ENGINEERING 469

This instrument prepared by:

Alan K. Dodd, Sr. Land Acquisition Agent
Jefferson County Courthouse, Ste. A-200
716 N. Richard Arrington, Jr. Blvd
Birmingham, AL 35203

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

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 3 WEST, A 3" CAPPED PIPE AND RUN N89°24'00"W ALONG THE SOUTHERLY LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 209.03 FEET; THENCE TURN RIGHT 88°52'58" AND RUN NORTHERLY A DISTANCE OF 60.37 FEET; THENCE TURN LEFT 72°01'58" AND RUN NORTHWESTERLY A DISTANCE OF 121.75 FEET; THENCE TURN RIGHT 76°46'20" AND RUN NORTHEASTERLY A DISTANCE OF 177.17 FEET TO THE POINT OF BEGINNING OF A VARIABLE WIDTH RIGHT-OF-WAY; THENCE TURN RIGHT 103°08'20" AND RUN SOUTHEASTERLY A DISTANCE OF 42.89 FEET TO A 1/2" CAPPED REBAR; THENCE TURN LEFT 107°46'00" AND RUN NORTHERLY A DISTANCE OF 26.25 FEET; THENCE TURN LEFT 72°14'00" AND RUN NORTHWESTERLY A DISTANCE OF 382.31 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF SUTHERLAND ROAD AND TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 1°01'07" AND A RADIUS OF 1407.69 FEET; THENCE TURN LEFT 87°22'22" TO THE CHORD OF SAID CURVE AND RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.03 FEET; THENCE TURN LEFT 92°37'38" AND RUN SOUTHEASTERLY A DISTANCE OF 348.58 FEET TO THE POINT OF BEGINNING. CONTAINING 0.22 ACRES, MORE OR LESS.

Mineral and Mining rights excepted.

Subject to easements and restrictions of record.

All of said property lies in SW 1/4 of the SE 1/4 of Section 4, Township 16 South, Range 3 West and contains 0.222 acres, more or less.

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

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

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

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this 13th day of August, 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

James A. Stephens, President

Minute Clerk

Jefferson County Commission

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

Aug-13-2015-706

A RESOLUTION IDENTIFYING SALVAGE COUNTY VEHICLES AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION

WHEREAS, the County Fleet Manager has determined the following list of retired rolling stock to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

<u>Vehicle Number</u>	<u>Current Mileage</u>	<u>Serial Number</u>	<u>Equipment Description</u>	<u>Asset No.</u>	<u>Model Year</u>
A005301	206,523	IFAFP532XYA280246	SEDAN 4 DR TAURUS 00	002702	2000
A005303	187,030	1FMZU83POYUB34753	SUV AT4 EXPLORER G/ W 00	001624	2000
A006039	268,878	2FAFP73WXYX214558	SEDAN 4 DR C V 00	002739	2000
A006041	229,252	2FAFP73W7YX214565	SEDAN 4 DR C V 00	002741	2000
A006047	166,192	2FAFP71W6YX133205	SEDAN 4 DR C V G/W 00	001269	2000
A011217	117,410	1FMNU41L31EC72729	SUV AT4 EXCURSION 01	011131	2001
A023220	198,737	1FAFP53U82A178520	SEDAN 4 DR TAURUS 02	020695	2002
A026017	237,909	2FAFP73W42X159290	SEDAN 4 DR C V 02	020785	2002
A036012	267,295	2FAFP71 W43X109445	SEDAN 4 DR C V G/ W 03	020071	2003
A066016	200,836	2FAFP71W66X113811	SEDAN 4 DR C V G/W 06	060175	2006
A966056	207,631	2FALP71W1TX139358	SEDAN 4 DR C V G/W 96	960829	1996
A976301	104,920	2B5WB35ZOVK537625	VAN PASS 350015 97	970421	1997
B015303	244,338	1B7HC16YX1S670951	PU 6K 1500 01	001610	2001
B993215	125,248	1GCGC29R2XF091962	PU 8K 2500 99	000277	1999

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Aug-13-2015-707

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Johns Road between Sumpter Lawstontown Road and the Tuscaloosa County Line to remove two corroded corrugated metal drainage culverts and replace them with reinforced concrete culverts on Saturday, August 15, 2015.

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Brighton regarding maintenance of select roadways within the Municipality.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF BRIGHTON, ALABAMA
REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the City of Brighton, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction; and

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways; and

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement; and

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility; and

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same; and

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement.

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

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto. The roads to be included in this agreement are as follows:

1. Jaybird Road
2. Huntsville Avenue

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual;

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of Public Safety - _____

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains wider the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way

of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.

6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.

7. Bridges -The County shall only be responsible for the following bridges:

Jaybird Road over Woodward Railroad - BIN No. 009196

Jaybird Road over Valley Creek - BIN No. 013071

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.

8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

The City shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping*, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.

2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure; to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1- Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)

9. Right of Way- The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely

impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City.

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree: to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadways, including but not limited to eliminating roadways to be maintained and/or termination of this agreement.

JEFFERSON COUNTY COMMISSION

CITY OF BRIGHTON

James A. Stephens, President

Barbara Watkins, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

Aug-13-2015-709

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Mary Lynn McCurry is hereby denied.

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

Aug-13-2015-710

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Virginia Brawdy has been denied.

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

Aug-13-2015-711

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Alfonzo Bell is denied.

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

Aug-13-2015-712

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Keown Jackson has been denied.

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

Aug-13-2015-713

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Steven Morgan in the amount of Six Hundred Six and 39/100 (\$606.39) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Steven Morgan in the amount of \$606.39 and forward it to the County Attorney for disbursement.

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

Aug-13-2015-714

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim of Elizabeth W. McElroy, as Personal Representative of the Estate of LaDonte Marcell McCruter, Deceased, is hereby denied

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

Aug-13-2015-715

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Isaac Smith in the amount of Three Thousand Eight Hundred Forty Six. and 76/100 (\$3,846.76) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Isaac Smith in the amount of \$3,846.76 and forward it to the County Attorney for disbursement.

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

Aug-13-2015-716

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Cornelius Hale in -the amount of One Thousand Six Hundred Thirteen and 99/100 (\$1,613.99) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial -Officer is hereby directed to issue a check made payable to Cornelius Hale in the amount of \$1,613.99 and forward it to the County Attorney for disbursement.

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

Aug-13-2015-717

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Allstate Insurance, on behalf of Latoya Hasberry, is hereby denied.

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

Aug-13-2015-718

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

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

Aug-13-2015-719

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

Agreement with Williford Orman Construction, LLC for construction of living barracks at the Sheriff's Academy/Training Center in the amount of \$540,990.

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

Aug-13-2015-720

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and North Jefferson-Blount Public Library Foundation to provide funding to purchase and install a new HVAC system at the Regional Library and Arts Center in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, The North Jefferson-Blount Public Library Foundation, Inc. ("NORTH JEFFERSON LIBRARY") applied for a grant of funds for \$2,000.00; and

WHEREAS, NORTH JEFFERSON LIBRARY is a 501(c)(3) organization which seeks assistance with the purchase and installation of a new HVAC system at the Regional Library and Arts Center which benefits the citizens from Warrior, Morris, Kimberly and Hayden; and

WHEREAS, NORTH JEFFERSON LIBRARY meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to NORTH JEFFERSON LIBRARY a lump sum payment of \$2,000.00 upon execution of this agreement.
3. NORTH JEFFERSON LIBRARY shall use the public funds to purchase and install a new HVAC system at the Regional Library and Arts Center.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

THE NORTH JEFFERSON-BLOUNT PUBLIC LIBRARY FOUNDATION, INC.

ANN JOLLY, PRESIDENT

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

Aug-13-2015-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Zoning Regulations Section 1119, Administrative Review - Tier I application submitted by Excel Communications on behalf of Foresite Towers, LLC for a one-hundred-eighty (180) ft. monopole tower located at 2732 Old Rocky Ridge Road (case no.: Z-2015-018) be and hereby is approved.

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

Aug-13-2015-722

WHEREAS, Act 2014-321 authorizes counties to participate in Alabama's state income tax refund offset program established and operated pursuant to Ala. Code, §40-18-100 et seq. to collect through offset of a debtor's Alabama income tax refund, any liquidated sum of at \$25.00 due and owing to the county through contract, subrogation, tort, or operation of law regardless of whether there is an outstanding judgement for that sum; and

WHEREAS, in September 2014, the Association of County Commissions of Alabama began a pilot project for implementing the County Income Tax Offset Program; and

WHEREAS, the Association is now prepared to offer participation in the program to the remaining Alabama counties interested in having debts collected through this process with the option to opt-out at any time; and

WHEREAS, the inability to collect outstanding debts due to the county increases the financial burdens the county commission faces in its efforts to continuously provide efficient and quality services to the citizens it represents; and

WHEREAS, the Jefferson County Commission believes that participation in this program will be an effective method to collect delinquent debts due to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that Jefferson County, Alabama opt-into a participation agreement with the Association of County Commissions of Alabama (ACCA) for participation in the County Income Tax Offset Program.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

8/13/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED CAULKING FOR DOMESTIC RELATIONS.	GEN SVCS: ADMIN	26.00	1900091406
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BANDAIDS NEOSPORIN	CORONER/MED EXAMINER	10.68	1900091458
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A AC TRANSITION, 2-BOARDS, & CONTROLLERS	GEN SVCS: ADMIN	354.43	1900091399
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER UNIFORM SHIRTS	CORONER/MED EXAMINER	132.00	1900091457
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED SWITCHES AND RELAY CONTROLS.	GEN SVCS: ADMIN	91.54	1900091158
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 4 BAGS OF SECRETE FOR GROUND CREW.	GEN SVCS: ADMIN	15.96	1900091316
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED CARBURETOR CLEANER AND TANK PICKUP FEES.	GEN SVCS: ADMIN	21.00	1900091602
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED DISC PACK FOR BHAM CH.	GEN SVCS: ADMIN	65.10	1900091467
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE TRANSFER PAPER AND TISSUE	CORONER/MED EXAMINER	75.54	1900091482
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A CLIP FOR A RADIO FOR PLUMBER AT GSOC.	GEN SVCS: ADMIN	12.00	1900091510
*DISTRICT 1					804.25	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - HEZEKIAH JACKSON IV 6/4/2015	PER BD: ADMIN	10.00	1900090435
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - HEZEKIAH JACKSON 6/16/15	PER BD: ADMIN	10.00	1900090616
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: PARKING FEE F. SMITH	COMMUNITY DEV	4.00	1900091397
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES_DMO CASES (NO SMTHFLD)	COMMUNITY DEV	44.00	1900091402
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES_DMO CASES (NO SMTHFLD)	COMMUNITY DEV	88.00	1900091398
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JIM GREENE 7/22/15	PER BD WKFORCE DEV	50.00	1900091400
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES_DMO CASES (NO SMTHFLD)	COMMUNITY DEV	88.00	1900091420
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES_DMO CASES (NO SMTHFLD)	COMMUNITY DEV	44.00	1900091421
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT - P. BLANK	PER BD: TRAINING	225.59	1900091451
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES LIEN RELEASE S.WILLIAMS	COMMUNITY DEV	16.00	1900091598
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMBURSEMENT - M. KRUEGER	PER BD: TESTING	66.43	1900091468
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JEFF CRENSHAW	PER BD: ADMIN	189.54	1900091528
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - ALLYSA SINGER	PER BD: TESTING	36.34	1900091534
*DISTRICT 2					871.90	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LAB SUPPLIES	ES: VILLAGE CREEK WWTP	248.00	1900091132
DISTRICT 3	1000193	JEFFERSON CO TREASURER	JOE WILLOUHGBY CLASS IV RENEWAL	ES: SANITATION ADMIN	60.00	1900091136
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPARYER AND STARTING FLUID	ES: CAHABA RIVER WWTP	47.01	1900091137
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	33.35	1900091322
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	61.56	1900091313
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS FOR LAB	ES: LEEDS WWTP	140.00	1900091355
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DUSTER, EXTENSION POLES, AND BROOM	ES: TURKEY CREEK WWTP	96.39	1900091459
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASED 1 ALARM HORN FOR CAMP BESSEMER.	R&T: HHWAY MAINT-BESS	99.09	1900091329
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CABLE, FUEL, POWERAID, PHONE CASE, SUPPLIES	R&T: HIWAY MAINT-BESS	305.19	1900091321
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHET METAL TO MOUNT METER	ES: LEEDS WWTP	70.00	1900091351
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FILTER, FILTER FOAM, BUSHINGS, LOCKS - KETONA	R&T: HIWAY ENG & CONST	56.72	1900091436
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DEGREASER FOR PIPES	ES: LEEDS WWTP	13.99	1900091405
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE;COIL CLNR;CUTTER WHEEL;CAPS;SWITCH;BATTERY	ES: INSTRUMENT SHOP	269.56	1900091432
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CELL PHONE BELT CLIP WITH QUICKMOUNT	ES: SANITATION ADMIN	29.04	1900091306
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BELTS,KEYPADS,PHONE,ENVELOPES,POSTAGE	ES: TRUSSVILLE WWTP	321.10	1900091307
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHIPPING,FILTER,WHEEL,RETAINER,BEARING,COUPLING, F	ES: VILLAGE MAINT SHOP	336.88	1900091456
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR CONFERENCE FEES	STORM WATER MGT DEPT	70.00	1900091314
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LAG BOLTS, CUT OFF WHEEL BLADE, MAILBOX & POST	R&T: HIWAY MAINT-KETONA	123.55	1900091330
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TOOL BAG SET, SOCKET SET	ES: TURKEY CREEK WWTP	61.94	1900091159
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS/THUMB DRIVE/BUMPER	SHERIFF ENFORCE-BHAM	171.97	1900091165
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS;SCREWS;BAGS;PARTS;FUSES;SEALS;OIL;	ES: FIVE MILE MAINT SHOP	404.31	19000912
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FENCE PARTS, CHAINSAW BARS, TWINE -BRIDGE DIVISION	R&T: HIWAY ENG & CONSTR	266.92	1900091292
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BEARING	ES: VILLAGE MAINT SHOP	228.19	1900091469
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GLOVES	ES: VILLAGE CREEK WWTP	407.76	1900091470
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SOCKETS, WRENCH, PHONE COVER, HOSE, LADDERS	R&T: HIWAY ENG & CONSTR	263.22	1900091654
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SMALL TOOLS, RATCHET, AIR GUN, WELDING SUPPLIES	R&T: HIWAY MAINT-BESS	266.23	1900091473
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOLTS & DRILL BITS, IMPACT SOCKET - KETONA	R&T: HIWAY ENG & CONST	142.00	1900091481
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HOSE;U-BOLT;PLUMBING;CHEMICALS;SIGHT GLASS;VALVE;	ES: INSTRUMENT SHOP	478.61	1900091472
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MISSION UNIT BATTERIES,1-1/4"PVC FITTINGS,1/2"BOLT	ES: PKAGE WWTP /PUMP STA	472.24	1900091613
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CHART PENS FOR WARRIOR	ES: TURKEY CREEK WWTP	156.00	1900091555
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLOSET SPUD	ES: VILLAGE MAINT SHOP	21.88	1900091474
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COVERALLS, SHOE COVERS, SUPPLIES	ES: VILLAGE CREEK WWTP	356.00	1900091471
DISTRICT 3	1000193	JEFFERSON CO TREASURER	A/C REPAIR PARTS AND POSTAGE FOR AIR PERMIT	ES: CAHABA RIVER WWTP	83.28	1900091604
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NUTS AND BOLTS, TOOLS	ES: TURKEY CREEK WWTP	162.39	1900091535
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PIPING TO REPAIR WATER LINE	ES: LEEDS WWTP	61.93	1900091610
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COUPLING TO REPAIR WATER LINE	ES: LEEDS WWTP	33.62	1900091611
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31749	FINANCE SEWER SERVICES	714.62	1900091489
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31746	FINANCE SEWER SERVICES	24.28	1900091488
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31751	FINANCE SEWER SERVICES	15.99	1900091490
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31752	FINANCE SEWER SERVICES	86.98	1900091491
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31748	FINANCE SEWER SERVICES	3.55	1900091492
DISTRICT 3	1033168	PATRICK TAYLOR	REFUND OF SEWER IMPACT FEES	ES: SANITATION ADMIN	706.67	1900091164
DISTRICT 3	1033284	RICHARD GARNET	REFUND FOR OVERPAYMENT & FB ACCT # W0-58765D	FINANCE SEWER SERVICES	92.89	1900091485
DISTRICT 3	1033289	GENEVA MAXWELL	REFUND FOR OVERPAYMENT & FB ACCT # W0-47325D	FINANCE SEWER SERVICES	26.79	1900091486
DISTRICT 3	1033296	GILFORD CONSTRUCTION	REFUND OF SEWER IMPACT FEES	ES: SANITATION ADMIN	2,228.42	1900091448
DISTRICT 3	1033297	VICKI KRACKE	REFUND FOR OVERPAYMENT & LEAK ADJ # L 4-86403771C	FINANCE SEWER SERVICES	350.00	1900091487
*DISTRICT 3					10,670.11	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE- REIMB. PARKING FEE-SEMINAR-ADMINISTRATION	REVENUE	12.00	1900090988
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS S. SMITH	REVENUE	17.01	1900090991
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT	REVENUE	37.22	1900090989
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT	REVENUE	89.34	1900090990
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS	REVENUE	85.46	1900091155
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-UPS	REVENUE	19.30	1900091416
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS	REVENUE	102.06	1900091156
DISTRICT 5	1000193	JEFFERSON CO TREASURER	THUMB DRIVES - CRUZER GLIDE USB	INFO TECH: TECH SERVICES	116.93	1900091305
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR WASH MEREDITH WALKER A098104	BD OF EQUAL - BHAM ST	8.00	1900091655
DISTRICT 5	1002266	BHAM LARGE USERS GROUP	ANNUAL MEMBERSHIP DUES TO BLUG FOR BUTLER FOR 2016	INFO TECHNOLOGY	400.00	1900091325
*DISTRICT 5					887.32	

**

13,233.58

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

Aug-13-2015-723

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and USI Insurance Services, LLC to provide broker of record services for the period August 28, 2015 - August 27, 2016 in the amount of \$21,500.

AMENDMENT TO CONTRACT NO. 6550

This Amendment to Contract entered into this 15th day of July, 2015, by and between Jefferson County, Alabama through the Finance Department (hereinafter referred to as the "Jefferson County Commission") and USI Insurance Service, 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 19th day of August, 2014, for Contractor to provide insurance broker of record services, which was approved by the Jefferson County Commission and recorded in Minute Book 166, Pages 595-598 on August 28, 2014, 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) months as follows: This Contract will be effective August 28, 2015 and end August 27, 2016.

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

Jefferson County, Alabama

James A. Stephens, Jr., President - Jefferson County Commission

CONTRACTOR:

_____, Authorized Contractor Representative - USI Insurance Services, LLC

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

Aug-13-2015-724

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE PURCHASING 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.

FOR WEEK OF 7/21/15 - 7/27/15

1. ENVIRONMENTAL SERVICES FROM EXTERRAN ENERGY SOLUTION LP, HOUSTON, TX, TO AWARD BID FOR GEARBOX SK9072 TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 8/01/15 – 7/31/16.
REFERENCE: BID # 79-15
2. JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR FLOOR SCRUBBER MACHINE TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 8/13/15 – 8/12/16. REFERENCE: BID # 117-15
3. JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BIRMINGHAM RESTAURANT SUPPLY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR COMBINATION OVEN TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 8/13/15 – 8/12/16. REFERENCE: BID # 119-15
4. GENERAL SERVICES: ADMINISTRATION FORM INTERFACE SERVICES INCORPORATED, ACWORTH, GA, TO REMOVE AND INSTALL CARPET FOR JURY ASSEMBLY AT BIRMINGHAM COURTHOUSE.

Keith Strother Southeastern Employment and Training Association Savannah, GA – September 12-16, 2015		\$1,890.68
Roads and Transportation		
Denise Shelton		\$265.00
Paul Turner		\$265.00
Real Property Asset Management Birmingham, AL – August 27, 2015		
Individual Staff Development		
Board of Equalization		
Jane Mardis	State funds	\$1,750.42
Racing Toward Assessment Indianapolis, IN – September 13-17, 2015		
Commission - District 5		
David Carrington		\$199.50
Intensive Economic Development Training Course Auburn, AL – July 5-10, 2015		
County Attorney		
Shawna Smith		\$1,138.15
Intensive Economic Development Training Course Auburn, AL – July 6-10, 2015		
Information Technology		
Kevin Garland		\$1,699.45
UNX Unified Storage Performance Workshop Durham, NC – September 13-18, 2015		
Land Development		
Jeff Gunter		\$125.00
Alabama Assn of Floodplain Managers Birmingham, AL – October 7-9, 2015		
Revenue		
Charles Bell		\$4,459.56
Tax Audit Sparta, MI; Indianapolis, IN; Duluth, MN – August 22-September 5, 2015		
Edgar Woodis		\$1,536.20
Tax Audit Atlanta, GA – September 20-25, 2015		
Bruce Thompson		\$2,458.50
Tax Audit Orlando & Tampa FL – September 19-27, 2015		
Roads and Transportation		
Denise Shelton		\$415.00
Property Asset Management Birmingham, AL – August 25-26, 2015		
Tax Assessor - Bessemer		
Folashade Thompkins	State funds	\$275.00
Introduction to Property Tax Birmingham, AL – September 23, 2015		
Commission - District 1		
George Bowman		\$1,107.77
ACCA Conference Orange Beach, AL – August 17 - 20, 2015		
For Information Only		
Personnel Board		
Terria McDonald		\$250.00
Career Fair Florence, AL – October 13, 2015		
Terria McDonald		\$160.00
Career Fair Normal, AL – October 1, 2015		
Terria McDonald		\$200.00

Career Fair Huntsville, AL – September 10, 2015	
Terria McDonald Career Fair Livingston, AL – September 16, 2015	\$60.00
Terria McDonald Career Fair Jacksonville, AL – October 7, 2015	\$200.00
Terria McDonald Career Fair Montgomery, AL – October 9, 2015	\$300.00
Terria McDonald Career Fair Florence, AL – September 30-October 1, 2015	\$668.79
Jim Greene Career Fair Kennesaw, GA – October 21, 2015	\$400.00
Jim Greene Career Fair Mobile, AL – September 17, 2015	\$300.00
Jim Greene Career Fair Montgomery, AL – July 29-31, 2015	\$472.42
Jim Greene Career Fair Auburn, AL – October 20-21, 2015	\$592.17
Jim Greene Career Fair Mobile, AL – September 16-17, 2015	\$174.54
Sheriff Office Chester McClinton Covington County Jail Management Andalusia, AL – August 9-14, 2015	\$253.00

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

BUDGET TRANSACTIONS

1. Cooper Green Mercy Health Services \$215,000
Shift funds from shop industrial equipment and supplies to capital equipment and add purchasing memorandum to purchase 39 exam room tables (\$215,000) and 9 table procedures. Funding currently available \$70,000.
2. Emergency Management Agency \$5,225
Increase revenue and expenditures to record the sale of a golf cart. The funds will be used to paint the Tannehill Community Shelter.
Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Budget Transactions be approved. Voting “Aye” Carrington, Knight, Bowman, Brown and Stephens.

Aug-13-2015-728

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Motorola Solutions, Inc. to provide software and hardware upgrades to equipment at radio towers,

replace servers, base stations, controllers, firewalls, LAN switches and other digital components and services in the amount of \$1,090,300 over a period of ten years.

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

Aug-13-2015-729

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Teklinks to provide Cisco IronPort maintenance/support for e-mail anti-virus and SPAM protection for the period August 1, 2015 - July 31, 2016 in the amount of \$27,114.60.

CONTRACT NO.: 00005363

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc., hereinafter referred to as the "Contractor" to provide IronPort Support Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005363. The original contract between the parties referenced above, was approved by the Commission on August 1, 2013, MB 165, Page(s) 224-226.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$27,114.60

AUTHORIZATION TO PERFORM WORK:

August 1, 2015 -July 31, 2016

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

JEFFERSON COUNTY COMMISSION

Teklinks, Inc.

James A. Stephens, President

_____, Authorized Representative

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

Aug-13-2015-730

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Dasher Technologies to provide Trend Micro licenses and maintenance support services for the period August 8, 2015 - August 7, 2016 in the amount of \$48,961.75.

CON-00007543

Trend Micro Licenses and Maintenance Support

THIS AGREEMENT entered into this 3rd Day of August, 2015, by and between Jefferson County Alabama hereinafter called "the County", and Dasher Technologies, Inc., hereinafter called the contractor", located at 554 37th St. North, Birmingham, AL, 35222. The effective date of this agreement shall be August 8, 2015.

WHEREAS, the County desires to contract for Trend Micro Licenses and Maintenance Support Services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contract will provide to the County Trend Micro Licenses and Maintenance Support described in Jefferson County Commission ITB 111-15R#2 and the contractor's quote (attached hereto as Exhibit A) those two documents and this contract document constitutes the entire agreement between the parties.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. Contract start date is August 8, 2015 contract expires on August 7, 2016, with the County's option to renew for two additional one year terms.
4. **COMPENSATION:** The Contractor shall be compensated in a sum not to exceed \$48,961.75.
5. **PAYMENT TERMS:** NET30
6. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all Services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's

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

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

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

18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives 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.

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

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

Jefferson County Commission
James D. Stephens, President

Dasher Technologies, Inc.
_____, Authorized Representative

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

Aug-13-2015-731

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and

WHEREAS, KAMTEK Inc. ("KAMTEK"), a subsidiary of Magna International, Inc., is considering Jefferson County and the City of Birmingham for the construction of a new high pressure aluminum die castings plant for OEMs in the automotive industry in which KAMTEK plans to make an investment of \$80,000,000 in capital improvements (the "Castings Plant"); and

WHEREAS, KAMTEK is expected to create 120 new full-time jobs upon the completion and full operation of the new Castings Plant; and

WHEREAS, KAMTEK is also considering Jefferson County for an additional investment in its existing automotive body stamping plant located at 1595 Sterilite Drive, across the street from the Castings Plant, for an aggregate investment (including the Castings Plant) of \$530,000,000; and

WHEREAS, KAMTEK is expected to create a total of 354 new full-time jobs at the combined facilities (with 120 of the jobs created at the new Casting Plant) upon the completion and full operation of the \$530,000,000 expansion; and

WHEREAS, the State of Alabama, the City of Birmingham, and the Jefferson County Development Authority, all support KAMTEK building and equipping a new high pressure die castings plant and expanding its existing facility in Birmingham and Jefferson County and

are committing monetary and other economic grants and incentives to KAMTEK.

NOW THEREFORE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that contingent on (1) an assessment and evaluation required by the County's Fiscal Policy; (2) publication in the Birmingham News at least seven (7) days prior to a regularly scheduled Commission Meeting required by Amendment 772 of the Alabama Constitution; (3) approval by the full Commission at least seven (7) days following said publication; and (4) the execution of a mutually agreed upon Project Agreement between the Jefferson County Commission and KAMTEK, the Jefferson County Commission intends to commit to KAMTEK the sum of \$750,000 upon receipt of a certificate of occupancy of the new aluminum die casting plant and documentation showing the hiring of 20 new full time employees at the new facility. Additionally, the Project Agreement will contain mutually acceptable clawback provisions based on KAMTEK employing an average of 120 new full time employees at the aluminum casting facility during the first quarter of the 2019 calendar year.

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

Aug-13-2015-732

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Regions Bank is authorized to issue VISA credit cards to Commissioners George Bowman, David Carrington and Joe Knight to be utilized for the purpose of County business only.

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

Aug-13-2015-733

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the July 8, 2015 proposal from Standard & Poor's Financial Services LLC be accepted and approved at the fee of \$15,000 for professional services plus reasonable fees and expenses approved by the Commission.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the proposal.

STANDARD & POOR'S
RATINGS SERVICES
McGRAW HILL FINANCIAL

Morna Lebron
Manager See Administration
55 Water Street, 38th Floor
New York, NY 10041-0003
tel 212 438-6808
morna.lebron@standardandpoors.com
Issue No.: 1403883
Obligor ID :10928

July 8, 2015

Jefferson County Commission
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Suite 210
Birmingham, AL 35203

Attention: Mr. James A. Stephens, President
Re: Jefferson County, Alabama, Issuer Credit
Rating

Dear Commissioner Stephens:

Thank you for your request for a confidential Standard & Poor's issuer credit rating for the abovereferenced issuer. We agree to provide the issuer credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become

known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of \$15,000. Standard & Poor's reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on Standard & Poor's issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse Standard & Poor's for reasonable travel and legal expenses if such expenses are not included in the above fees. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, Standard & Poor's will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "Standard & Poor's implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify Standard & Poor's in writing of any changes to that list. Standard & Poor's may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You

To assign and maintain the credit rating pursuant to this letter, Standard & Poor's must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that Standard & Poor's relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by Standard & Poor's opinion of the information received from issuers and their agents and advisors.

4. Other.

Standard & Poor's has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Standard & Poor's has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Standard & Poor's has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to Standard & Poor's and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

Standard & Poor's does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. STANDARD & POOR'S GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Standard & Poor's, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

Please feel free to call me if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our credit ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

Standard & Poor's Ratings Services

a Standard & Poor's Financial Services LLC business

Morna Lebron
Manager Fee Administration

II
cc: Mr. Frank H. Long, Jr., Bond Counsel
Balch & Bingham LLP
James A. Stephens, President - Jefferson County Commission

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

Aug-13-2015-734

RESOLUTION AUTHORIZING THE ISSUANCE
OF LIMITED OBLIGATION REFUNDING WARRANTS

WHEREAS, Jefferson County, Alabama (the "County") has previously issued its Limited Obligation School Warrants, Series 2004-A, Series 2005-A, and Series 2005-B (the "Prior Warrants") in the original aggregate principal amount of \$1,050,000,000; the Prior Warrants are presently outstanding in the aggregate principal amount of \$595,475,000; and

WHEREAS, the Jefferson County Commission (the "Commission") has found and determined that it will be in the best interests of the County and the residents thereof, subject to the conditions contained in this resolution, to refund the Prior Warrants through the issuance of new Limited Obligation Refunding Warrants, Series 2015-A of the County (the "Warrants"), the proceeds of which shall be used to pay or defease the Prior Warrants in full, and to pay the expenses incurred in the issuance of the Warrants; and

WHEREAS, the Warrants will be secured by and payable from the revenues of a sales and use tax to be levied by the County under the provisions of Act No. 2015-226 adopted at the 2015 Regular Session of the Alabama Legislature (the "Tax Act"); and

WHEREAS, the tax levied under the Tax Act will become effective on the date of issuance of the Warrants and upon satisfaction of other conditions, at which time the sales and use tax securing the Prior Warrants will be terminated; and

WHEREAS, the Warrants will be issued under the terms of a Trust Indenture between the County and a commercial bank as trustee for the purchasers and holders of the Warrants (the "Trust Indenture").

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

1. Subject to the conditions contained in this resolution, the Commission does hereby approve the issuance of the Warrants in an aggregate principal amount not to exceed \$595,475,000. The Warrants shall be issued under the Trust Indenture (a copy of which is attached to this resolution and shall be made a part of the minutes of this meeting). The Warrants shall be limited obligations of the County payable solely from, and secured by, the revenues to be collected by the County from the new tax levied under the Tax Act. The Warrants shall not constitute a general obligation of the County and shall not give rise to a personal or pecuniary charge against the general credit of the County. So much as may be necessary of the proceeds from the sale of the Warrants shall be paid over to the trustee for the Prior Warrants and deposited in an escrow fund for the full defeasance of the Prior Warrants. Other proceeds of the Warrants may be used to pay the expenses of issuing the Warrants or to establish a reserve fund for the Warrants.

2. The Commission finds and declares that it is in the best interest of the County to select the underwriter(s) for the sale of Warrants through a competitive process. The County Commission authorizes and directs the President of the Commission, the Chairman of the Finance, Information Technology and Business Development Commission Committee, and the Chief Financial Officer of the County to prepare a Request for Proposals to be distributed to underwriting firms determined to be qualified to serve as the lead or managing underwriter for the Warrants, taking into account the size of the offering and the functions necessary to market and sell the Warrants on terms most advantageous to the County. The Commission will review the responses received from the Request for Proposals and, in a subsequent meeting of the Commission, will select the firm determined to have submitted the proposal that is in the best interest of the County. Alternatively, the Warrants may be sold directly to one or more financial institutions (rather than being sold through an underwritten public sale) if the Commission determines that doing so is in the best interests of the County.

3. The Warrants shall bear interest at fixed rates that will be determined at the time of the sale of the Warrants; provided however, the maximum interest rate on the Warrants shall not exceed 6.80% per annum. Interest on the Warrants shall be payable semiannually on each March 1 and September 1, beginning on the first such interest payment date following the date of issuance of the Warrants. The principal of the Warrants shall be payable in installments due on September 1 of such years and in such amounts as shall be approved by the Commission prior to the issuance of the Warrants. The final maturity of the Warrants shall be no later than 40 years after the date of the Warrants.

4. The Warrants shall be subject to redemption in whole or in part, at the option of the County, in the manner and subject to the terms and conditions provided in the Trust Indenture. The redemption dates and redemption prices shall be determined prior to the sale and issuance of the Warrants and shall be consistent with the requirements of Sections 11-82-3 and 11-82-4 of the Code of Alabama 1975, as amended.

5. The Commission shall approve by subsequent resolution such other matters and documents as may be necessary, appropriate or helpful in connection with the sale and issuance of the Warrants. In anticipation of the sale and issuance of the Warrants, the President of the Commission, all other members of the Commission, the County Manager, the Chief Financial Officer 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 official seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (i) carry into effect the intent of the provisions of this resolution, or (ii) demonstrate the validity of the Warrants and the tax to be levied under the Tax Act, and the exemption of interest on the Warrants and the Prior Warrants from federal and State of Alabama income taxation.

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

Aug-13-2015-735

RESOLUTION LEVYING
SALES AND USE TAX PURSUANT TO
ACT NO. 2015-226 OF THE ALABAMA LEGISLATURE

BE IT RESOLVED by the Jefferson County Commission as follows:

Section 1. (a) Definitions and Rules of Construction. For purposes of this resolution, the following terms or phrases shall have the respective meanings ascribed by this section, except where the context clearly indicates a different meaning:

(1) "2015 Act" means Act No. 2015-226 adopted by the Alabama Legislature in the 2015 Regular Session.

(2) "2015 Sales Tax" means the privilege or license tax levied by Section 3 of this resolution pursuant to the authority of the 2015 Act on the gross receipts of retail sales in the County.

(3) "2015 Taxes" means the combined taxes represented by the 2015 Sales Tax and the 2015 Use Tax; the gross proceeds of the 2015 Taxes shall include the gross proceeds of both constituent taxes.

(4) "2015 Use Tax" means the excise tax imposed by Section 4 of this resolution pursuant to the authority of the 2015 Act on the storage, use or other consumption in the County of tangible personal property purchased at retail.

(5) "2015 Warrants" means the warrants (i) which will be issued by the County in such aggregate principal amount, in such series, and in accordance with such terms and conditions as shall be determined by the Commission in the proceedings whereunder such warrants are issued, (ii) which will provide funds for the payment and redemption of the County's Limited Obligation School Warrants, Series 2004-A, Series 2005-A and Series 2005-B, and (iii) the debt service on which will be payable solely from, and will be secured by a pledge of, the proceeds of the 2015 Taxes. The term "2015 Warrants" includes all warrants issued by the County to refund all or any part of the debt represented by the original issue of the 2015 Warrants, and any warrants subsequently issued to refund such warrants.

(6) "Commission" means the Jefferson County Commission or other duly constituted governing body of the County.

(7) "County" means Jefferson County, Alabama.

(8) "Education Warrants" means the County's Limited Obligation School Warrants, Series 2004-A, Series 2005-A, and Series 2005-B.

(9) "Education Taxes" means the sales and use taxes levied by the County under Ordinance 1769 and the authority of Section 40-12-4 of the Code of Alabama 1975, as amended.

(10) "General Sales Tax" means the privilege or license tax levied on the gross receipts of retail sales in the County pursuant to the General Tax Statute.

(11) "General Tax Statute" means Act No. 405 enacted at the 1967 regular session of the Legislature of Alabama.

(12) "General Use Tax" means the excise tax imposed pursuant to the General Tax Statute on the storage, use or other consumption in the County of tangible personal property purchased at retail.

(13) "Gross Receipts Tax in the Nature of a Sales Tax" means a privilege or license tax imposed by a county as such term is defined

in Code of Alabama 1975, § 40- 2A-3(8) or successor statute.

(14) "Revenue Director" means the Director of Revenue or other officer responsible for collecting sales and license taxes for the County.

(15) "Self-Administered County" means a county that administers its own sales and use taxes as such term is defined in Code of Alabama 1975, § 40-2A-3(21) or successor statute.

(16) "State" means the State of Alabama.

(17) "State Sales Tax" means the privilege or license tax levied on the gross receipts of retail sales in the State pursuant to the State Sales Tax Statutes.

(18) "State Sales Tax Statutes" means Code of Alabama 1975, Title 40, Chapter 23, Article 1 and all other statutes of the State, whether now in existence or hereafter enacted and as at any time amended, directly relating to the privilege or license tax levied and collected by the State pursuant to said Article I or successor statutes.

(19) "State Use Tax" means the excise tax imposed pursuant to the State Use Tax Statutes on the storage, use or other consumption in the State of tangible personal property purchased at retail.

(20) "State Use Tax Statutes" means Code of Alabama 1975, Title 40, Chapter 23, Article 2 and all other statutes of the State, whether now in existence or hereafter enacted and as at any time amended, directly relating to the excise tax levied and collected by the State pursuant to said Article 2 or successor statutes.

(b) For the purposes of this resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) Words of masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(2) All captions or headings of articles, sections or other subdivisions in this resolution are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, the meaning of this resolution.

(3) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without limitation".

(4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this resolution as a whole and not to any particular article, section or other subdivision thereof.

Section 2. Findings. As a basis for levying the 2015 Taxes, the Commission hereby finds and declares as follows:

(a) Pursuant to the mandate of the Legislature of Alabama as provided in the General Tax Statute, there is now levied and collected in the County the General Sales Tax and the General Use Tax which parallel, except for the rate of tax, the State Sales Tax and the State Use Tax, respectively. In general, the General Sales Tax and the General Use Tax are levied at a rate equal to one-fourth of the rate of the parallel tax currently levied by the State, except that the rate of both County taxes applicable to automotive vehicles, truck trailers, house trailers and similar items described in Code of Alabama 1975, § 40-23-2(4) and § 40-23-61(c) is 3/8 of one percent (0.375%).

(b) In order to provide funds for public school purposes in the County, the County has previously levied the Education Taxes. The County has also issued the Education Warrants and pledged the proceeds of the Education Taxes to pay the debt service on the Education Warrants. Proceeds of the Education Warrants were distributed to the public school boards operating in the County.

(c) The Commission has determined and hereby finds and declares that it is in the best interests of the County and its residents for the County to levy the 2015 Taxes as authorized by the 2015 Act, to issue the 2015 Warrants, and to pledge the net proceeds of the 2015 Taxes to the payment of the 2015 Warrants. The Education Taxes will be terminated upon the issuance of the 2015 Warrants and the simultaneous payment or defeasance of the Education Warrants. Doing so will allow proceeds of the 2015 Taxes not needed for payment of the 2015 Warrants to be available for the benefit of the County's General Fund, the local school boards operating in the County, the Jefferson County Community Service Fund (created by the 2015 Act), the Birmingham-Jefferson County Transit Authority, and the Birmingham Zoo, all as set forth in the 2015 Act. Prior to the termination of the Education Taxes, the Education Taxes shall continue to be levied and collected pursuant to Ordinance 1769. The 2015 Taxes and the Education Taxes shall not both apply to any taxable sale, admission, or storage, use or consumption so as to result in a cumulative tax rate from both such taxes that is greater than one percent.

(d) The County has determined that neither the 2015 Sales Tax nor the 2015 Use Tax is a Gross Receipts Tax in the Nature of a Sales Tax, and the County is not prohibited from levying either thereof by Code of Alabama 1975, § 11-51-209.

(e) The County has determined that with respect to the levy of the 2015 Taxes it is a Self-Administered County and is entitled to all rights and privileges appertaining to such status.

Section 3. Levy of 2015 Sales Tax. (a) In addition to the State Sales Tax, the General Sales Tax and all other taxes of every kind now imposed by law, there is hereby levied and shall be collected as herein provided, a privilege or license tax herein called the 2015 Sales Tax, against each person hereby made subject thereto on account of the business activities covered hereby and in the amount to be determined by the application of the rates herein prescribed against gross sales or gross receipts, as the case may be. The 2015 Sales Tax shall become

effective and shall be levied on the date described in Section 12 of this resolution.

(b) The 2015 Sales Tax levied by this Section 3 shall apply to and is imposed and levied upon every person required to pay, or upon whom shall have been levied, the State Sales Tax on account of business done by such person in the County; provided, however that in the event the State Sales Tax shall cease to be levied and collected as a result of the repeal of the State Sales Tax Statutes, this resolution shall continue to apply to, and the 2015 Sales Tax shall continue to be imposed and levied upon, every person who, had it not been for such repeal, would have been required to pay, or upon whom would have been levied, the State Sales Tax on account of business done by such person in the County.

(c) The rate of the 2015 Sales Tax shall be an amount equal to one percent (1%) of the gross sales or gross receipts, as the case may be, of any sale or transaction subject to such tax; provided, however, that the sales or transactions hereinafter described shall be subject to such different rates of tax as are respectively shown below as applying thereto:

(1) sales of machines used in the mining, quarrying, compounding, processing, and manufacturing of tangible personal property, as described in Code of Alabama 1975, § 40-23-2(3), shall be subject to a tax of 3/8 of one percent (0.375%) of the gross proceeds of the sale of such machines;

(2) sales of automotive vehicles, truck trailers, semitrailers, house trailers, and mobile home set-up materials and supplies, as described in Code of Alabama 1975, § 40-23-2(4), shall be subject to a tax of 3/8 of one percent (0.375%) of the gross proceeds of the sale of such items of property; and

(3) sales of food and beverage products sold through coin-operated dispensing machines, as described "in Code of Alabama 1975, § 40-23-2(5), shall be subject to a tax of 3/4 of one percent (0.75%) of the gross proceeds of the sale of such products.

(d) As used in this resolution, the term "seller" means any person engaged in any business subject to the 2015 Sales Tax. Every seller upon whom the 2015 Sales Tax is levied shall collect such tax from the purchaser by adding the tax to the sales, admission or other price paid by the purchaser. It shall be unlawful for any person subject to the 2015 Sales Tax to fail or refuse to add to the sales price or admission fee and not collect from the person or purchaser paying the sales price or admission fee the amount required to be added by the 2015 Sales Tax to the sales price or admission fee. The Revenue Director shall have discretion to administer the collection of the 2015 Sales Tax separate and apart from the General Sales Tax, but inasmuch as the General Sales Tax and the 2015 Sales Tax are levied at the same rate and are subject to the same exemptions, the Revenue Director shall also have discretion, pursuant to such rules and regulations as he deems necessary, to treat such taxes as a single tax to be collected by the seller from the purchaser and reported to the Revenue Director on the same tax returns.

(e) In order to facilitate the collection, by the seller from the purchaser, of the combined General Sales Tax and the 2015 Sales Tax, the seller shall, with respect to sales and transactions subject to this resolution and the General Tax Statute, collect the following respective amounts on the sales of items at retail having a sales price of less than one dollar and on that portion of the sales price of any item that is a fractional part of a dollar;

Sales Price	Tax
0 to 35c	None
36c to 70c	1c
71c to 100c	2c

(f) Any sale or transaction in the County subject to the State Sales Tax shall be subject to the 2015 Sales Tax at the applicable rate herein prescribed; provided, however, that in the event of the repeal of the State Sales Tax Statutes, any sale or transaction in the County that was or would have been subject to the State Sales Tax immediately prior to any such repeal shall continue to be subject to the 2015 Sales Tax.

(g) Each exemption from the State Sales Tax allowed or required by the State Sales Tax Statutes shall, during the period of time for which such exemption shall be effective, be applicable to the 2015 Sales Tax; provided, however, that in the event the State Sales Tax shall cease to be levied and collected as a result of the repeal of the State Sales Tax Statutes, all exemptions from the State Sales Tax in effect immediately prior to such repeal shall thereafter continue to be applicable to the 2015 Sales Tax; provided further that if any particular exemptions from the State Sales Tax are repealed through amendment of the State Sales Tax Statutes, such exemptions shall thereafter cease to be applicable to the 2015 Sales Tax.

(h) In the absence of any express provision hereof to the contrary, or unless as may otherwise be provided by applicable law, all provisions and procedures with respect to the application for and issuance of licenses, the making of returns or reports, the contents of returns or reports, collection, and payment of taxes, keeping of records, reporting and paying taxes with respect to sales on credit, determination of the amount of the tax due, penalties, assessments, notices and examinations of taxpayers and their books, and the procedures and requirements for appeals provided for in the State Sales Tax Statutes with respect to the State Sales Tax shall be applicable to the 2015 Sales Tax. Any procedure or provision involving the Alabama Department of Revenue that is incorporated herein by reference to the State Sales Tax statutes

shall be deemed to apply, with respect to the 2015 Sales Tax, to the Revenue Director.

(i) Nothing contained in this resolution, however, shall be construed as imposing the 2015 Sales Tax or any other additional tax upon or with respect to the sales made by the Alabama Alcoholic Beverage Control Board.

Section 4. Levy of 2015 Use Tax. (a) In addition to the State Use Tax, the General Use Tax and all other taxes of every kind now imposed by law, an excise tax, herein called the 2015 Use Tax, is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased at retail on or after the effective date of this resolution, at the rate of one percent (1%) of the sales price of such property or the amount of tax collected by the seller, whichever is greater, regardless of whether the retailer who made the sale is, or is not, engaged in business in the County; provided, however, that the storage, use or other consumption in the County of tangible personal property hereinafter described shall be subject to such different rates of tax as are respectively shown below as applying thereto:

(1) machines purchased at retail that are used in the mining, quarrying, compounding, processing, and manufacturing of tangible personal property, as described in Code of Alabama 1975, § 40-23-61(b), shall be subject to a tax of 3/8 of one percent (0.375%) of the sales price of such machines or the amount of the tax collected by the seller, whichever is greater; and

(2) automotive vehicles, truck trailers, semitrailers, house trailers, and mobile home set-up materials and supplies purchased at retail, as described in Code of Alabama 1975, § 40-23-61(c), shall be subject to a tax of 3/8 of one percent (0.375%) of the sales price of such items of property or the amount of the tax collected by the seller, whichever is greater.

The 2015 Use Tax shall become effective and shall be levied on the date described in Section 12 of this Resolution.

(b) Any storage, use or other consumption in the County of tangible personal property subject to the State Use Tax shall be subject to the 2015 Use Tax at the applicable rate herein prescribed; provided, however, that in the event the State Use Tax shall cease to be levied and collected as a result of the repeal of the State Use Tax Statutes, any such storage, use or other consumption in the County of tangible personal property purchased at retail that was or would have been subject to the State Use Tax immediately prior to such repeal shall continue to be subject to the 2015 Use Tax.

(c) Each exemption from the State Use Tax allowed or required by the State Use Tax Statutes shall, during the period of time for which such exemption shall be effective, be applicable to the 2015 Use Tax; provided, however, that in the event the State Use Tax shall cease to be levied and collected as a result of the repeal of the State Use Tax Statutes, all exemptions from the State Use Tax in effect immediately prior to such repeal shall thereafter continue to be applicable to the 2015 Use Tax; provided further that if any particular exemptions from the State Use Tax are repealed through amendment of the State Use Tax Statutes, such exemptions shall thereafter cease to be applicable to the 2015 Use Tax.

(d) In the absence of any express provision hereof to the contrary, or unless as may otherwise be provided by applicable law, all provisions and procedures with respect to the filing of returns, collection and payment of taxes, keeping of records, making of reports, determination of the amount of the tax due, penalties, assessments, notices, examinations of taxpayers and their books, and the procedures and requirements for appeals provided in the State Use Tax Statutes with respect to the State Use Tax shall be applicable to the 2015 Use Tax. Any procedure or provision involving the Alabama Department of Revenue which is incorporated herein by reference to the State Use Tax Statutes shall be deemed to apply, with respect to the 2015 Use Tax, to the Revenue Director.

(e) Every person storing, using or otherwise consuming in the County tangible personal property purchased at retail shall be liable for the 2015 Use Tax, and the liability shall not be extinguished until such tax has been paid; provided, however, that a receipt from a retailer maintaining a place of business in the County, showing that the property in question was purchased at retail from such retailer and that the 2015 Sales Tax has been paid with respect to the purchase at retail of such property, shall be sufficient to relieve the purchaser from further liability for the 2015 Use Tax with respect to the use, storage or consumption of such property; provided further that, as provided in Code of Alabama 1975, § 40-23-2.1, the 2015 Use Tax shall not be collected for the storage, use or other consumption of tangible personal property in the County if any tax, regardless of rate, described in said § 40-23-2.1 and levied by or on behalf of another Alabama county has been paid with respect to such property under a requirement of law.

Section 5. Payment and Returns. (a) Except as otherwise provided in subsection (b) of this section, the 2015 Sales Tax shall be due and payable monthly on or before the twentieth day of the month next succeeding the month in which such tax shall have accrued. On or before the day on which such tax becomes due and payable, every person on whom the tax is imposed shall render to the Revenue Director, on a form prescribed by the Revenue Director, a true and correct statement showing the gross sales, the gross proceeds of sales, or gross receipts of such person's business, as the case may be, for the then next preceding month, the amount of gross proceeds or gross receipts which are not subject to such tax or are not to be used for the measurement of the tax due from such person, and the nature thereof, together with such other information as the Revenue Director may require, and at the time of making such monthly report such person shall pay to the Revenue Director the amount of the tax shown to be due.

(b) When the total State Sales Tax owed by any person also liable for the 2015 Sales Tax averages less than two hundred dollars (\$200) per month during the preceding calendar year, a quarterly return and remittance in lieu of the monthly returns and remittances may be made

by such person on or before the twentieth day of the month next succeeding the end of the quarter in which such tax shall have accrued when specially authorized by the Revenue Director, and under such rules and regulations as may be prescribed.

(c) The Revenue Director, for good cause, may extend the time for making any return required under the provisions of this resolution, but the time for filing any such return shall not be extended for a period greater than thirty (30) days from the date such return is due to be made.

(d) The 2015 Use Tax shall be due and payable quarterly on or before the twentieth day of the month next succeeding the quarterly period in which such tax shall have accrued for the storage, use or other consumption of tangible property. Every person purchasing tangible personal property the storage, use or other consumption of which is subject to the 2015 Use Tax and with respect to the retail sale of which the 2015 Sales Tax has not been paid, shall, on or before the twentieth day of the month following the close of the quarterly period within which such storage, use or other consumption shall have first occurred, file with the Revenue Director a return for the preceding quarterly period, 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 consumption of which became subject, during the preceding quarterly period, to the 2015 Use Tax, and such other information as the Revenue Director may deem necessary for the proper administration of this resolution. The return shall be accompanied by a remittance of the amount of 2015 Use Tax then due.

(e) Any discount at any time allowed under the State Sales Tax Statutes, with respect to the State Sales Tax, shall at such time be applicable to the 2015 Sales Tax. Any discount at any time allowed by the State Use Tax Statutes, with respect to the State Use Tax, shall at such time be applicable to the 2015 Use Tax.

Section 6. 2015 Taxes Constitute Debt. The 2015 Taxes herein levied shall constitute a debt due the County, and may be collected by civil suit brought within three years after the taxes become due and payable or such other period as may be provided by applicable Law. The Revenue Director shall have the power to bring and prosecute any such suits, in the name of the County. The provisions of this Section 6 are cumulative, and this section shall not be deemed to abridge or limit the power of the Revenue Director to use all other methods of collection provided by applicable law.

Section 7. Taxes a Lien. The 2015 Taxes, together with all interest and penalties applicable thereto, shall constitute a lien upon the property of the persons required to pay such taxes and all of the provisions of the revenue laws of the State with respect to the enforcement of liens for comparable license or excise taxes owed to the State shall, to the extent authorized by applicable law, apply to the enforcement of the lien of the 2015 Taxes. The said lien shall attach as of the date any tax shall be due under this resolution, and it shall, to the extent authorized by applicable law, be superior to all other liens, except the liens of the State, the County, and cities in the County securing ad valorem and license taxes and the liens of any such cities securing public improvement assessments.

Section 8. Enforcement Powers of the County. (a) In addition to all other powers and rights conferred by this resolution, the Commission, and the Revenue Director as the delegate of the Commission, in connection with the administration and enforcement of this act and the levy and collection of the 2015 Taxes, shall have the same rights, remedies, power and authority, including the right to adopt and implement the same procedures, as would be available to the Alabama Department of Revenue if such taxes were being administered, enforced and collected by such Department, all as and to the extent authorized by Code of Alabama 1975, § 11-3-11.2. Any rules and regulations adopted, promulgated and utilized by the Commission or the Revenue Director for the collection and enforcement of the 2015 Taxes shall, with the necessary changes in detail, be consistent with the rules and regulations of the Alabama Department of Revenue for the collection and enforcement of the corresponding state taxes, unless a specific provision of such Department's rules and regulations is inconsistent with any other local or general law applicable to the County's administration and enforcement of this resolution and the levy and collection of the 2015 Taxes, in which case the provisions of such other local or general law will prevail. With respect to the applicability of the rights, remedies, power and authority of the Alabama Department of Revenue to the administration and enforcement of this resolution, any reference to the Commissioner of Revenue or his delegate in any statute shall be deemed to refer to the Revenue Director, who shall exercise and implement the rights, remedies, power and authority under such statute that are hereby intended to be made available for the benefit of the County. In particular, and without limitation, the administration and enforcement of this resolution and the levy and collection of the 2015 Taxes shall be subject to (i) the provisions of Section 40-2A-10, Section 40-2A-11, Section 40-2A-13 and Section 40-2A-14 of the Alabama Taxpayer's Bill of Rights and Uniform Revenue Procedures Act and (ii) the provisions of the Tax Enforcement and Compliance Act, Title 40, Chapter 29 of the Code of Alabama 1975 pertaining to (1) the imposition of liens on a taxpayer's property for the collection of taxes (Article 2), (2) the statute of limitations for the collection of taxes (Article 3), (3) the making of jeopardy assessments against taxpayers who present a risk of avoiding payment of taxes (Article 5), and (4) criminal penalties for tax evasion, willful violation of tax laws, and fraudulent conduct (Article 6).

(b) The Commission hereby elects (i) to assess interest on any delinquency in the payment of the 2015 Taxes and (ii) to pay interest on any refund of 2015 Taxes erroneously paid in accordance with the provisions of Code of Alabama 1975, § 11-3-11.3(g). The amount of interest to be assessed or paid by the County, as the case may be, shall be simple interest at the rate of one percent (1 %) per month.

Section 9. Use of Proceeds of 2015 Taxes; Cost of Collection. (a) The entire proceeds of the 2015 Taxes shall be collected by the Revenue Director and sequestered in a special account until applied in accordance with the provisions of this section, as such provisions may be supplemented or modified by subsequent resolutions or resolutions adopted by the Commission. As permitted by the provisions of Code of Alabama 1975, § 11-3-11.2(d), the County, subject to the pledge of the 2015 Taxes for the payment of the 2015 Warrants, shall retain as its fee for the cost of collecting the 2015 Sales Tax and the 2015 Use Tax an amount equal to four percent of the proceeds of each such tax. After deducting the County's fee for collecting the 2015 Taxes, the net proceeds thereof shall, until applied in accordance with subsection (b) of this section, be kept invested in such interest bearing investments as are provided by law for the temporary investment of surplus funds of the County.

(b) Pursuant to the 2015 Act and the documents to be executed by the County relating to the issuance of the 2015 Warrants, so much as may be necessary from the proceeds of the 2015 Taxes received in each fiscal year, less the County's fee for collecting the same, shall be transferred first to the trustee for the 2015 Warrants in an amount sufficient to satisfy the County's obligations with respect to the 2015 Warrants, including payment of the principal, premium, if any, and interest on the 2015 Warrants, any ongoing expenses of administering the 2015 Warrants, amounts required to be deposited in any debt service reserve fund, and amounts necessary to pay any rebate or other amounts due to the United States of America. Proceeds of the 2015 Taxes remaining after payment of amounts relating to the 2015 Warrants shall be distributed at the times, in the amounts, and in the relative priorities required by §9 of the 2015 Act.

Section 10. Period for the Levy of the 2015 Taxes. The 2015 Taxes shall be levied only for so long as the 2015 Warrants are outstanding and are not defeased. When the 2015 Warrants have been fully paid or defeased, the 2015 Taxes shall terminate unless extended by law.

Section 11. Severability. If any section or provision of this resolution shall be held invalid or unenforceable, such holding shall not invalidate or adversely affect the remainder of this resolution, it being hereby declared that should any such section or provision be held invalid or unenforceable, the Commission would have adopted this resolution without such invalid or unenforceable section or provision.

Section 12. Effective Date. This resolution shall become effective and collection of the 2015 Taxes shall commence on the date on which the 2015 Warrants are issued and all requirements for their issuance shall have been satisfied (including but not limited to the distribution by the County of a Request for Proposals to select the underwriter(s) of the 2015 Warrants, selection of the said underwriter(s) by the County (if the Warrants are sold through an underwritten public offering), selection by the County of a Trustee and Paying Agent for the 2015 Warrants, the validation of the 2015 Warrants, and the successful marketing of the 2015 Warrants on such terms and at such fixed rates of interest as are acceptable to the County, and receipt of all legal opinions required for the issuance of the 2015 Warrants), and the simultaneous payment or defeasance of the Education Warrants and termination of the Education Taxes.

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

Aug-13-2015-736

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County, Alabama Disadvantaged and Small Business Enterprise Policy, Administrative Order 15-3, be and hereby is approved.

JEFFERSON COUNTY, ALABAMA DISADVANTAGED AND SMALL BUSINESS ENTERPRISE POLICY

ADMINISTRATIVE ORDER 15-3

OF THE JEFFERSON COUNTY COMMISSION

THE JEFFERSON COUNTY COMMISSION hereby issues the following Administrative Order:

PURPOSE:

To help ensure that qualified African American-owned, Hispanic-owned, Native American-owned, Women-owned, Service Disabled Veteran-owned, and other qualified minority people groups and Small Business Enterprises have equal access and equal opportunities in contracting with Jefferson County for goods and services.

Objectives/Policy Statement:

Jefferson County under the supervision of the County Manager's Office shall establish a Disadvantaged Business Enterprise (DBE) and Small Business Entity (SBE) Program in accordance with applicable Federal and State laws.

Jefferson County's Definition of DBE: A business that is majority-owned, operated, and controlled by one or more minority group members including African Americans, Women, Hispanics, Native Americans, other qualified minority people groups, and Service Disabled Veteran persons owning and controlling 51% or more of any business entity. DBEs must provide evidence of registration with the Alabama Secretary

of State.

Jefferson County's Definition of SBE: A business that is majority-owned, operated, and controlled by one or more eligible owners and is 25% or less of the applicable size standards established by the U.S. Small Business Administration (SBA). SBEs must provide evidence of registration with the Alabama Secretary of State.

Policy:

It is the policy of Jefferson County to ensure that DBEs and SBEs, as defined, have an equal opportunity to receive and participate in Jefferson County contracts for goods and services, commodities and leasing activities including, but not limited to purchasing, opportunities, construction projects, professional services, and procurement programs.

Jefferson County is committed to prohibiting discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, national origin, age, disability, or veteran status.

It is further the policy of Jefferson County to provide SBEs and DBEs equal opportunity to receive and participate in Jefferson County contracts for good and services, commodities and leasing activities including, but not limited to purchasing opportunities, construction projects, professional services, and procurement programs. Vendors must be certified and registered as set forth above and qualified and responsible and to the extent required by law, competitive bidding is required by all contractors, subcontractors, suppliers, and distributors of the County, as applicable.

It is the responsibility of the Jefferson County-County Manager to ensure that the following policies are implemented and adhered to: It is also our policy and it relates to DBEs and SBEs:

1. To ensure nondiscrimination in the award and administration of all Jefferson County contracts.
2. To promote and maintain a level playing field on which DBEs and SBEs can compete fairly for all Jefferson County contracts.
3. To ensure that the DBE Program is narrowly tailored and strictly construed in accordance with applicable federal and state law.
4. To remove barriers, if any, for the participation of DBEs and SBEs in all Jefferson County contracts.
5. To ensure the County Commission sets non-numerical yearly objectives and makes good faith efforts to utilize DBE/SBE vendors in accordance with formal procurement procedures as required by the County Commission and all applicable laws and regulations.
6. To track DBE/SBE vendors' good faith efforts and opportunity. To this end, the County Manager, as practical, shall provide the County Commission a quarterly written report setting forth the number of County proposals submitted and contracts awarded to Disadvantaged Business Entities and Small Business Entities during the preceding fiscal quarter and shall maintain a list of all newly certified DBEs and SBEs.
7. To create and maintain an ongoing outreach effort to DBE/SBE vendors including, without limitation, holding training events at least annually regarding the County's procurement process, providing information in regards to doing business with the County (including how to receive notification of requests for bids and other contracting opportunities), and encouraging collaboration/teaming between DBEs, SBEs and all County vendors.
8. To maintain a page on the County's website listing current contracting opportunities with the County.
9. To maintain a page on the County's website listing possible sources of funding for DBEs/SBEs, including the County's EDA/CDBG Revolving Loan Fund.

The County Manager shall designate a Deputy County Manager or CFO for DBE and SBE Program Coordination. In that capacity, the Deputy County Manager or CFO is responsible for implementing all aspects of the DBE and SBE program, except as herein delineated. Implementation of the DBE and SBE Program is accorded the same priority as compliance with all other legal obligations incurred by Jefferson County in its financial assistance agreements with all State and Federal Agencies. Jefferson County has disseminated this policy statement and all of the components of our copies of the program plan are available to the public upon request.

EXPENDITURE OF PUBLIC FUNDS:

Nothing herein shall be construed as eliminating the need to obtain Commission approval prior to the expenditure of County funds.

EFFECTIVE DATE:

This Administrative Order shall be effective August 13, 2015.

ORDERED at the Jefferson County Courthouse this 13th day of August, 2015.

James A. Stephens, President

Jefferson County Commission

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the following item be added as New Business. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Aug-13-2015-737

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Easement Agreement between Jefferson County, Alabama and Alabama Power Company to allow electrical service to be connected at the Jefferson County Sheriff's Department - McCalla Substation.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, August 27, 2015.

President

ATTEST

Minute Clerk