

STATE OF ALABAMA)

JEFFERSON COUNTY) April 9, 2015

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of March 19, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on April 7, 2015, and approved the following items to be placed on the April 9, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 18 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 26 (excluding Items 5, 6 and 14).
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 13 and Addendum Items 2 and 3.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 42.

A Public Hearing was held to receive comments on the annexation of certain property in the Rocky Ridge Fire District. There being no comments, the Commission took the following action.

Apr-9-2015-259

WHEREAS, in accordance with Act No. 71-841, Legislature of Alabama, the Rocky Ridge Fire District has submitted a petition for annexation of property, and

WHEREAS, the Board of Trustees has certified that the annexation will result in advantage to the district and the petitioners and that at least 70% of the owners residing in the subject property have signed the petition, and are qualified electors, and

WHEREAS, the Commission has set this April 9, 2015, for a PUBLIC HEARING on the petition and following the call of the PUBLIC HEARING and opportunity provided for all interested persons to be heard, the Commission concludes that the public good and the welfare of the District require that the boundaries of the District be reestablished by inclusion of the described property as proposed by the Board of Trustees of the Rocky Ridge Fire District.

NOW THEREFORE IT IS ORDERED BY THE JEFFERSON COUNTY COMMISSION that the Petition for Annexation by the Rocky Ridge Fire District is hereby approved and the following property is included within the Rocky Ridge Fire District:

Parcel ID# 28-21-1-002-051.000 in Section 21, Township 18 South, Range 2 West; and, Parcel ID# 28-21-1-002-013.000 in Section 21, Township 18 South, Range 2 West, both of which are situated in unincorporated Jefferson County, Alabama.

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

Apr-9-2015-260

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-2015-003 McAdory Area Fire District, owners; David Arrington, agent; requests a change of zoning on Parcel ID# 43 14-3-000-006.002, in Section 14 Twp 20 South Range 5 West from A-1 (Agricultural) to INSTITUTIONAL-2 for a fire station and sheriff's substation. (Case Only: 5977 Eastern Valley Road, McCalla AL 35111)(MCCALLA)(7.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. any exterior lighting shall be directed downward; 2. any freestanding sign on the property shall be a monument sign; and, 3. the property and portion of th property within the creek bed be maintained in accordance with the guidelines of all applicable regulatory agencies; and 4. the existing vegetation along the south property line (shared currently with Ms. Hughes) from the center of the creek extending eastward approximately 175 be cleared and a minimum 15-foot buffer shall be replanted in accordance with a plan to be approved by the Department of Land Planning and Development Services, the remainder of the vegetated area along the south property line included within and lying south of an existing Alabama Power Company right of way (as recorded and described in Instrument No. 9805-8309) shall remain undisturbed.

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2015-003 be approved subject to filing of covenants. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Z-2015-004 Campfire USA Central Alabama Council, owners; Darren Hamrick, agent; requests a change of zoning on Parcel ID#s 43-13-3-000-003.000, 43-24-2-000-001.000, 43-24-1-000-004.000, 43-24-4-000-001.000, & 43 24-3-000-001.000 in Section 13 & 24 Twp 20 South Range 5 West from A-1 (Agricultural) and E-2 (Estate) to C-2 (Outdoor Amusement) for compliance for an established camp ground (Camp Fletcher). (Case Only: 5150 Fletcher Road, Bessemer AL 35022)(MCCALLA)(329.8 Acres M/L)

RESTRICTIVE COVENANTS: The property shall be used for a recreational camp and related activities only.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2015-004 be approved subject to filing of covenants. Voting "Aye" Knight, Bowman, Brown, Carrington and Stephens.

Z-2015-005 Tammy R. Walker, Jane Roll, and Walker Family Holding, LTD, owners; Thomas Simmons, agent; requests a change of zoning on Parcel ID#s 12-22-1-000-015.000 & 12-22-1-000-018.000, in Section 22 Twp 16 South Range 1 West from A-1 (Agricultural) to C-1 (Commercial) for a retail firearms business. (Case Only: 4380 Valley Road, Birmingham, AL 35235)(TRUSSVILLE)(2.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. All site lighting shall be directional or directed downward; and, 2. Signage on the Valley Road side of the property shall be limited to one monument sign only and any signs on the interstate side shall be wall signs or roof signs only.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-005 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Apr-9-2015-261

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. IV to the Agreement between Jefferson County, Alabama and J. Walden Retan, M.D. to provide primary care services for the period February 1, 2015 - January 31, 2016 in the amount of \$208,000.

Contract ID: CON-00004882

J. Walden Retan, MD

AMENDMENT TO CONTRACT

This is Amendment IV to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and J. Walden Retan, hereinafter referred to as "Primary Care Provider."

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 effective February 28, 2015:

The contract which was amended by the Jefferson County Commission on August 14, 2014, and recorded in Minute Book 166; Page(s) 544, is hereby amended as follows:

- Extend the term to February 28, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, Commission President

PRIMARY CARE PROVIDER:

J. Walden Retan, MD

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

Apr-9-2015-262

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Max Michael, M. D. to provide medical services and outpatient clinic consults for a maximum of up to eight (8) hours per week for the period March 1, 2015 - February 29, 2016 in the amount of \$41,600.

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

Apr-9-2015-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the Agreement between Jefferson County, Alabama and Geoffrey Connor, M. D. to provide orthopedic surgery services through May 30, 2016 in the amount of \$321,600.

Contract ID: CON-00005187

Geoffrey S. Connor, MD

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Geoffrey S. Connor, hereinafter referred to as "Orthopedic Surgeon" to provide services to patients of the County's outpatient clinics.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract which was amended by the Jefferson County Commission on October 29, 2014, and recorded in Minute Book 167; Page(s) 201-202, is hereby amended as follows:

- Extend the term to May 30, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President

Jefferson County Commission

ORTHOPEDIC SURGEON:

Geoffrey S. Connor, MD

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

Apr-9-2015-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Luis F. Pindea, M. D. to provide oncology/hematology services and outpatient clinic consults for a maximum of eight (8) per week for the period April 7, 2015 - April 6, 2016 in the amount of \$104,000.

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

Apr-9-2015-265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and BBG&S Engineering Consultants, Inc. to provide engineering services including design and development of bid documents for the replacement of the hot water tank at the Jefferson County Jail - Birmingham in the amount of \$18,500.

PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the County desires to contract for Professional Engineering services for design and construction administration for the replacement of the domestic hot water tank within the Birmingham Public Safety Center (Jail).

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

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

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

SCOPE OF SERVICES: Prepare and provide complete AIA construction documents and drawings as required for the successful replacement of the domestic hot water tank located within the Jefferson County Public Safety Center (Jail). These documents shall include but are not limited to the front end, Division 22 Plumbing, Division 26 Electrical and others as required for competitive bid procurement to meet State Bid Laws for Public Works Projects. Engineer will conduct the pre-bid meeting, pre-construction meeting, conduct bid opening, bid evaluation, recommendations of award, develop AIA Owner Contractor agreement, review contractor shop drawings and submittals, conduct site visits as required for the successful installation of the specified equipment.

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

COMPENSATION: Engineer shall be compensated for services on an hourly basis at rates listed in attachment "A" Rate schedule with a guaranteed maximum of eighteen thousand five hundred dollars (\$18,500.00) including reimbursable. Payments due upon receipt.

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

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

Engineer: Lawrence J. Bowness, PE
200 Riverhills Business Park, Suite 235
Birmingham, Alabama 35242

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

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

Engineer	Jefferson County, Alabama
Lawrence J. Bowness, PE	James A. Stephens
President	Commission President

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

Apr-9-2015-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama, Hoover Court Investors and Murer, LLC for rental of space located at 1901 Hoover Court for the Hoover Satellite for a period of ten years at the cost of \$9,588.33 per month for the first five years and \$10,067.75 per month for the next five years.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of, 20____, by and between Hoover Court Investors, LLC an Alabama Limited Liability Company, and Murer LLC an Alabama Limited Liability Company, as Tenants In Common (hereinafter referred to as "Landlord") and Jefferson County Commission, Jefferson County, Alabama, (hereinafter referred to as "Tenant").

Section 1. LEASED PREMISES:

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following described premises (hereinafter referred to as the "Leased Premises") situated in Jefferson County, Alabama, to-wit:

A store consisting of approximately 10,460 square feet located at 1901 Hoover Court, Hoover, Alabama 35226, as a part of the shopping center known as Hoover Court Shopping Center located in Hoover, Alabama (hereinafter referred to as the "Shopping Center") and more particularly shown graphically on attached Exhibit A. Landlord shall not be deemed to, and does not, represent or warrant to Tenant that the Shopping Center has or will have any specified tenant or tenants, tenant mix, or type or types of businesses therein. Landlord expressly reserves the right to increase, reduce or change the number, dimensions and locations of the walks, buildings, parking areas and other facilities in any manner whatsoever as Landlord shall deem proper and reserves the right to make alterations or additions to, and to build additional stories on the building in which the Leased Premises are contained and to add buildings adjoining the same or elsewhere in the Shopping Center.

(b) For all purposes under this Lease Agreement, the term "floor area" of the Leased Premises and each such building in the Shopping Center shall be the number of square feet at each level or story and shall be measured from center line to center line of the common walls, from the outside of exterior non-common walls and from the front of the Tenant's lease line. In computing the leasable area of the Shopping Center or the Leased Premises, no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. COMPLETED DOCUMENT AND WAIVER:

The submission of this Lease Agreement for examination by Tenant does not constitute an offer or option to lease the Leased Premises and it is not intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease Agreement shall not be effective or binding upon the parties until it is fully and properly executed by Tenant and Landlord.

Section 3. LENGTH OF TERM:

The term of this Lease Agreement shall be for Ten (10) years next following the commencement of the term, unless sooner terminated as herein provided.

Section 4. COMMENCEMENT OF TERM:

Upon full execution, this Lease shall be in Full Force and Effect. Possession and Lease Payments shall begin at the time Landlord

delivers to Tenant the Certificate of Occupancy, which shall occur no later than Ten (10) days following completion of Landlord's work.

Section 5. SECURITY DEPOSIT: N/A

Section 6. STATEMENT AS TO LEASE TERM:

When the commencement and the termination date of the Lease term have been determined as provided in Section 4 hereof, upon request of either party or Landlord's mortgagee, Landlord and Tenant shall execute and deliver a written statement in recordable form specifying the commencement date and termination date of the Lease term.

Section 7. RENT:

Tenant covenants and agrees that it will pay Landlord, as fixed minimum rent for the Leased Premises during the term of this Lease Agreement, the following:

(a) The obligation to pay the Fixed Minimum Rent hereunder shall begin on the commencement date of the term of this Lease Agreement. Tenant shall pay the pro rata monthly portion of the Fixed Minimum Rent for any fractional period of a month included in the term of this Lease Agreement. Such pro-ration shall be based on a thirty (30) day month and shall be due and payable at the beginning of such fractional period. The Fixed Minimum Rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease Agreement without deduction or setoff as follows:

(i) Commencing with the First (1st) month of the First Lease Year and continuing through the Twelfth (12th) Month of the Fifth Lease (5th) Year, the Fixed Minimum Rent shall be payable in one (1) installment of Nine Thousand Five Hundred Eighty Eight and 33/100 Dollars \$9,588.33) per month.

(ii) Commencing with the First (1st) month of the Sixth Lease Year and continuing through the Twelfth (12th) Month of the Lease Tenth (10th) Year, the Fixed Minimum Rent shall be payable in equal monthly installments of Ten Thousand Sixty Seven and 75/100 Dollars (\$ \$10,067.75).

(b) In the event Tenant fails to pay rent due under this Lease Agreement when such charge or charges become due and payable, Tenant shall pay to Landlord a late fee totaling ten percent (10%) of all such delinquent charges. All rents are due on the first day of each month and payable to Murer, LLC, and are to be mailed to Murer LLC, PO Box 933893 Atlanta, GA 31193-3893, and are considered late if not received by the 10th day of each month.

(c) Nothing contained in this Lease Agreement shall be deemed or construed as making the parties partners or co-ventures, or as making the Landlord an associate of Tenant in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other; it being understood and agreed that the relationship between the parties is, and is limited to, that of Landlord and Tenant.

Section 8. DELIVERY OF POSSESSION AND PAYMENT FOR IMPROVEMENTS:

Landlord agrees to renovate the proposed spaces as specified and designed by Tenant's Architect. Tenant will secure the Architect and produce the plans and specifications and provide to Landlord for construction. Based on said plans, Landlord will secure the cost estimate, which will be approved by Tenant prior to Landlord commencing work. If Tenant and Landlord do not agree to the cost of said Tenant Work, either party shall have the right to declare this Lease null and void. Landlord warrants that the construction will be performed in good and workman like manner and will provide a one year warranty for all work provided. The construction will be performed and the space will be delivered to the Tenant by June 30, 2015, subject to delays beyond Landlord's control. Tenant will pay the Landlord for the construction in two payments. The first payment will be invoiced by the Landlord at Fifty Percent (50%) completion. At the time of invoicing/billing, landlord will provide the appropriate Lien Waivers. The second and final Payment will be invoiced and paid to Landlord at One Hundred Percent (100%) completion and delivery of the Certificate of Occupancy, both as determined and authorized by Tenant's Architect. Final billing shall be accompanied by certificates of completion from the appropriate parties. Both payments will be made at Net 30 days from receipt by Tenant. In addition to work specified by Architect for the Demised Premises, and prior to Tenant's occupancy, Landlord shall replace sidewalk area and relocate handicap ramp out of road access lane immediately in front of the Demised Premises and repaint the curbs immediately in front of Demised Premises, at Landlord's expense and to the specifications provided by the Tenant's Architect. Landlord's construction contractor will provide the Tenant with a one year construction warranty for all work and equipment installed during construction. Landlord's contractor will coordinate and conduct a one year post work inspection with the Tenant and make all necessary repairs as deemed necessary by the Tenant's Architect for inferior workmanship at no additional cost to the Tenant.

The Leased Premises are leased to Tenant subject to all zoning regulations, restrictions, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Leased Premises. Those improvements that are a part of the Leased Premises are leased to Tenant in its "as is" condition as of the commencement of the term of this Lease Agreement without any further work required of Landlord, except as required herein. By taking possession of the Leased Premises, Tenant acknowledges that Tenant has inspected the Leased Premises and has found them to be in a safe and satisfactory condition ready for occupancy and the installation of Tenant's trade fixtures, equipment and signage. All warranties as to condition of the Leased Premises or its fitness for use either expressed or implied are expressly waived by Tenant.

Section 9. ALTERATIONS:

Tenant shall not make any change in, alteration of, or addition to any part of the Leased Premises, or remove any building or fixture without, in each instance, obtaining the prior written consent of Landlord and complying with all governmental rules, ordinances, and regulations. Tenant shall not, in any case, impair the structural safety of the building. Landlord reserves the right to enter the Leased Premises, provided Landlord provides Tenant with prior notices and to make such repairs and to do such work on said premise's as Landlord may deem necessary or proper or that Landlord may be lawfully required to make, with the least disturbance to Tenant. Landlord reserves the right to visit and inspect the Leased Premises at all reasonable times, the right to show said premises to prospective purchasers, provided Landlord provides Tenant with prior notice, at any reasonable time during the term hereof, and the right to show the Leased Premises to prospective tenants during the last Lease Year of the term hereof.

Section 10. TENANT'S INSTALLATIONS:

Tenant shall, at Tenant's cost and expense, at all times during the term of this Lease Agreement keep the Leased Premises equipped with all trade equipment, furniture, operating equipment, furnishings, fixtures, floor coverings, exterior signs and any other equipment necessary for the proper operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or alterations, or install any equipment other than unattached movable trade fixtures without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions, improvements and fixtures installed by Tenant to the Leased Premises, other than unattached movable trade fixtures, furniture, equipment and decorations, shall upon the expiration or earlier termination of this Lease Agreement become the property of Landlord with the exceptions of the Tenant's specialty systems and equipment, i.e. State owned equipment, security cameras, safes, card access equipment, electronic system equipment, network switches and telephone systems. Within thirty (30) days before the expiration or earlier termination of this Lease Agreement, Tenant shall ascertain from Landlord whether Landlord desires to have the Leased Premises or any portion thereof restored to the same condition when the Leased Premises were delivered to the Tenant. If Landlord shall so desire, Landlord shall give Tenant written notice and Tenant shall, at its sole cost and expense, restore the Leased Premises in accordance with Landlord's instructions prior to the expiration or earlier termination of the Lease Agreement. Unattached movable trade fixtures shall not include, among other things, storefronts, doors or gates, plumbing, electrical, wall and ceiling electrical fixtures, sprinklers, and heating, ventilating and air conditioning systems. No item of whatever nature not actually purchased and installed by Tenant shall be removed. Provided Tenant is not in default hereunder, Tenant may, upon the expiration or termination of this Lease Agreement, remove unattached movable trade fixtures, furniture, counters, displays and decorations installed by Tenant, and Tenant shall completely and satisfactorily repair any and all damage to the Leased Premises resulting from such removal. Any such personal property of Tenant not removed within five (5) days following notice by Landlord to Tenant to remove the same shall, at Landlord's option, become the property of Landlord.

Section 11. USE OF PREMISES:

Tenant covenants to use the Leased Premises solely as a County Revenue (Taxes and Tags) and DMV office space and for no other purpose without the express written consent of the Landlord which will not be unreasonably withheld.

Tenant shall not use, permit or suffer the use of the Leased Premises for any other business or purpose without written consent of Landlord, which consent shall be within Landlord's sole discretion.

Section 12. OPERATION OF BUSINESS:

Tenant covenants at all times during the term of this Lease Agreement, except when and to the extent the Leased Premises are untenable by reason of fire, other casualty or condemnation, to: (a) conduct its business in the entire Leased Premises in a high grade and reputable manner (b) keep the Leased Premises, exterior and interior portions of windows, doors and all glass and plate glass in a neat, clean, sanitary and safe condition. The days and hours of operation shall be made by the Tenant and shall comply with State and County Commission directives.

Section 13. LAWS, WASTE, NUISANCE AND HAZARDOUS SUBSTANCES:

(a) Tenant shall, at its own cost and expense; (i) comply with all governmental laws, ordinances, orders and regulations affecting the Leased Premises now in force or which hereafter may be in force; (ii) comply with and execute all rules, requirements and regulations of Landlord's insurance carriers and other organizations establishing insurance rates; (iii) not suffer, permit or commit any waste or nuisance; (iv) keep the Leased Premises equipped with all safety appliances required by Tenant's use of the Leased Premises; and, (v) procure all licenses and permits required for Tenant's use of the Leased Premises.

(b) Tenant hereby covenants with Landlord that it shall not deposit, bury, store, or otherwise maintain within the Leased Premises any material which is deemed to be hazardous or toxic according to Federal or State standards and Tenant shall hold harmless Landlord, its partners, officers, agents and employees from all claims and costs arising out of Tenant's default with regard to the foregoing.

Section 14. SIGNS, AWNINGS AND CANOPIES:

Tenant shall, at Tenant's cost and expense, purchase identification signs for the exterior of Tenant's store front as designated by Landlord, and Tenant shall install and maintain such signs, in good condition and repair and such signs shall comply with the design criteria

set forth in Exhibit "B". Other than the foregoing identification signs, Tenant shall not place, suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Leased Premises or in the Shopping Center. Landlord will be responsible for providing space for Jefferson County signage to be added to the monument sign located on Highway 31 in front of the shopping center. Jefferson county signage will be located at the top of the sign before any other tenant signs.

Section 15. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign, mortgage or encumber this Lease Agreement, in whole or in part, or sublet all or any part of the Leased Premises without the prior written consent of Landlord. The Landlord's decision to withhold such consent, shall be absolute and binding on Tenant and should not be unreasonably withheld. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from any of Tenant's obligations or liabilities under this Lease Agreement. If Tenant is a corporation or partnership and if any transfer, sale, pledge or other disposition of the common stock or partnership interest shall occur, or power to vote the majority of the outstanding capital stock or partnership interest be changed, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to terminate this Lease Agreement upon five (5) days notice to Tenant.

Section 16. REPAIRS:

(a) Landlord shall keep the foundation, the roof and the structural soundness of the exterior walls of the Leased Premises thereof in good repair and condition. Unless any such necessary work is required because of damage caused by any act or omission of Tenant, its employees, agents, invitees, licensees or contractors in which case Tenant shall be liable for the cost thereof as additional rent. Notwithstanding the provisions of this paragraph or any other paragraph of this Lease Agreement to the contrary, Landlord shall not be responsible or liable at any time for any loss or damage to merchandise, equipment, fixtures or other personal property of Tenant or Tenant's business.

(b) Except for repairs required to be performed by Landlord pursuant to Paragraph (a) of this Section, Tenant shall, at its own cost and expense, keep in good order, repair and condition the Leased Premises and the fixtures and equipment in, on, above or under and any appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances, store fronts, showcases, floor coverings, interior walls, columns, partitions, plumbing, sewerage facilities, lighting fixtures, electric wiring, conduits, water pipes and water closets. In addition to the foregoing, Tenant shall replace any glass which may be broken or damaged.

(c) If Tenant refuses or neglects to make repairs required hereunder, or if repairs are required by reason of the act or omission of Tenant, Tenant's employees, agents, invitees, licensees or contractors, Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event such work shall be paid for by Tenant as additional rent, promptly upon receipt of a bill therefor.

(d) Notwithstanding anything contained herein to the contrary, Landlord shall be responsible for providing maintenance and warranty on the HVAC system for the Demised Premises for the first FIVE (5) years of the Lease Term. Following the expiration of the FIFTH (5th) Year of the Lease Term, Tenant shall maintain, throughout the remaining term of this Lease Agreement, and during any optional term, maintenance covering all heating, ventilating and air conditioning serving the Leased Premises, with county personnel.

Section 17. MECHANICS', MATERIALMEN'S AND OTHER LIENS:

Should any mechanics', materialmen's or other liens be filed against the Leased Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions, or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

Section 18. UTILITY SERVICES AND CHARGES:

Tenant shall pay all charges for heat, water, electricity, gas, dumpster service and other utility services, used or consumed in the Leased Premises, including, but not limited to, sewer and sewer service charges. Landlord shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 19. USE OF COMMON AREAS AND FACILITIES:

Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. All common areas and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right at all times to: (a) construct, maintain and operate lighting and other facilities on all said areas and improvements; (b) police the same; (c) change the area level, location and arrangement of parking areas and other facilities with approval of Tenant; (d) build buildings and/or multi-story parking facilities with approval of Tenant; (e) restrict parking by Tenants, their officers, agents and employees; (f) Adequate Parking is required by Tenant for the operation at this location. Any change to parking availability from the current plan must be approved by Tenant. Notwithstanding anything contained herein to the contrary, as long as the parking requirements for the City of Hoover are maintained, Landlord shall be allowed to

conduct the activities referred to in this paragraph without objection by Tenant. Landlord shall operate and maintain the common areas and facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to abide by such regulations as Landlord may from time to time impose with respect to the use of the common areas and facilities. "Common areas and facilities", whether such terms are used individually or collectively, shall mean all areas, spaces, equipment, signs and special facilities provided by Landlord for the common or joint use and benefit of the tenants in the Shopping Center and their employees, agents, servants, customers and other invitees. Such areas and spaces shall include, but are not limited to, parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways, tunnels, loading docks, pedestrian malls (enclosed or open) courts, stairs, ramps, on-site sewage treatment plants, sidewalks, security, fire protection, and parcel pick-up stations

Section 20. COSTS OF MAINTENANCE: (All cost included in Square foot rental agreement)

Section 21. MERCHANTS' ASSOCIATION AND ADVERTISING: This Section Intentionally Deleted

Section 22. INDEMNITY, LIABILITY INSURANCE, PAYMENT OF COSTS AND ATTORNEY'S FEES:

(a) to the extent allowed by law, Tenant shall indemnify and save Landlord and Landlord's agents and employees harmless from and against suits, actions, damages, liability, expense, court costs and attorney's fees in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Tenant of said premises arising from the act or omission of Tenant, Tenant's agents, contractors, employees. Tenant shall store its property in and shall occupy the Leased Premises at its own risk. Unless caused by the negligence of Landlord, Tenant releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business. Landlord shall not be responsible or liable for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

(b) Tenant covenants to provide on or before the commencement date of the term hereof and keep in force (at Tenant's cost and expense) during the term of this Lease, the following insurance coverage with respect to the Leased Premises:

(i) Comprehensive General Liability Insurance, with a contractual liability endorsement, relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00).

(ii) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, Flood (if required by Landlord, any mortgagee or governmental authority) and War Risk (if obtainable) Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein as well as any Leasehold improvements contained in the Tenant's Demised Premises.

(iii) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on adjoining, above or beneath the Leased premises, in an amount of One Million and No/100 Dollars (\$1,000,000.00).

(iv) Rent Insurance covering those risks referred to in (ii) in an amount equal to all Fixed Minimum Rent and other sums payable under this Lease Agreement for a period of twenty-four (24) months commencing with the date of loss.

(v) Worker's Compensation Insurance covering all persons employed by the Tenant.

(vi) Such other reasonable insurance as may be carried on the Leased Premises and Tenant's operation thereof, as may be determined by Landlord which are customary for shopping centers in the Hoover, Alabama market, and which may be required by Landlord's lender.

(c) All of the aforesaid insurance shall be written by one or more responsible insurance companies satisfactory to Landlord and in a form satisfactory to Landlord. All such insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's property; all such insurance shall contain endorsements that such insurance may not be canceled or amended with respect to Landlord (or its designees) except upon ten (10) days' prior written notice to Landlord (and any such designees) by the insurance company. Tenant shall be solely responsible for payment of premiums and Landlord (or its designees) shall not be required to pay any premium for such insurance. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord, of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next installment of Fixed Minimum Rent.

Section 23. LANDLORD'S INSURANCE:

Landlord shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring in an amount of not less than ninety percent (90%) of the full insurable value (excluding foundation and excavation costs and costs of underground flues, pipes and drains) of the improvements and betterments installed by Landlord in the

Shopping Center or such greater coverage as may be required by Landlord's mortgage.

Section 24. REAL ESTATE TAXES (All taxes included in square footage rate).

Section 25. FIRE OR OTHER CASUALTY:

If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, but the Leased Premises are not thereby rendered wholly un-tenantable, this Lease Agreement shall not automatically terminate, but Landlord shall, with reasonable diligence, at Landlord's expense, not exceeding the amount of insurance proceeds actually received and retained by Landlord, cause such damage to be repaired and the Fixed Minimum Rent payable hereunder shall be abated proportionately as to the portion of the Leased Premises rendered un-tenantable bears to the total area of the Leased Premises, from the date of such casualty until the Leased Premises are rendered wholly tenantable; provided, however, if the Leased Premises by reason of such occurrence (a) are rendered wholly un-tenantable; or (b) are damaged as a result of a risk not covered by Landlord's insurance; or (c) are damaged in whole or in part during the last thirty-six (36) months of the term of this Lease Agreement; then, and in any of such events, either Landlord or Tenant may elect to repair the damage or may terminate this Lease Agreement by giving the other notice of termination within ninety (90) days after the occurrence of such event, the termination, to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination, and Landlord shall make an equitable refund of rents paid in advance. Unless this Lease Agreement is terminated by Landlord or Tenant, when Landlord's repairs are substantially completed and upon notification of such substantial completion by Landlord to Tenant, Tenant shall promptly repair and re-fixtue the interior of the Leased Premises in a manner equal at least to that condition existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair or replacement. If Tenant has closed, Tenant shall promptly reopen for business when the Leased Premises shall have been repaired.

Nothing hereinabove contained shall impose upon Landlord any liability to repair, rebuild or replace any property belonging to Tenant. Nothing herein above contained shall impose upon Tenant any liability to repair, rebuild or replace any property belonging to Landlord.

Section 26. CONDEMNATION:

(a) Total: If the whole of the Leased Premises shall be taken by condemnation or other proceedings for any public or quasi-public use or purpose, then this Lease Agreement and the term hereof shall terminate as of the date Tenant is required to yield possession of the Leased Premises pursuant to such taking.

(b) Partial: If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease Agreement shall terminate as aforesaid. If such partial taking is not sufficiently extensive to render the Leased Premises unsuitable for the business of Tenant, then this Lease Agreement shall continue in effect except that the Fixed Minimum Rent shall be reduced in the same proportion that the floor area of the Leased Premises taken bears to the original floor area, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to as to constitute the Leased Premises as a complete architectural unit but in no event shall Landlord be required to spend for such work an amount in excess of the net amount received free and clear by Landlord as damages for the part of the Leased Premises so taken; provided, however, if such partial taking shall occur during the last thirty-six (36) months of the term of this Lease Agreement or if more than twenty percent (20%) of the floor area of the building of which the Leased Premises are a part shall be taken as aforesaid (whether or not any portion of the Leased Premises is taken) Landlord may terminate this Lease Agreement by giving Tenant notice of termination within ninety (90) days after such taking, the termination to be effective as of the date Tenant is required to yield possession pursuant to such taking. If this Lease Agreement is terminated as provided in this Section, rents shall be paid to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rents paid by Tenant in advance.

(c) Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation or other award for any such taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, or otherwise, except that Tenant shall have the right, to the extent permitted by law and provided that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and trade fixtures.

Section 27. DEFAULT:

(a) The happening of any one or more of the following events shall constitute a default under this Lease Agreement:

(i) Failure by Tenant to pay any rent or other payment or charge provided in this Lease Agreement to be paid by Tenant, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after notice to Tenant that such payment has not been received.

(ii) Failure by either Tenant or Landlord to perform or observe any other agreement, covenant or condition required by this Lease Agreement to be performed or observed by Tenant or Landlord, for a period of fifteen (15) days after notice to Tenant or Landlord of such default, or, if more than fifteen (15) days shall be required because of the nature of such default, failure by Tenant or Landlord to commence within said fifteen (15) day period and thereafter to proceed diligently to cure such default;

(iii) Inability of Landlord to terminate this Lease Agreement as hereinabove provided because of the provisions of Title 11

of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease Agreement and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease Agreement by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease Agreement if:

(A) it cures or provides adequate assurance that the trustees will promptly cure any default hereunder;

(B) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and

(C) it provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease Agreement to be performed by Tenant. In no event after the assumption of this Lease Agreement shall any then existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease Agreement, as set forth hereinabove, shall include, without limitation, adequate assurance:

(1) of the source of rent reserved hereunder;

(2) that any percentage Rent due hereunder will not decline from the levels anticipated; and

(3) the assumption of this Lease Agreement will not breach any provision hereunder.

In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor.

(iv) The making of an assignment by Tenant for the benefit of any or all of its creditors;

(v) Appointment by a court of competent jurisdiction of a receiver for all or any part of the properties of Tenant;

(vi) Vacation by Tenant of all or any portion of the Leased Premises, or abandonment of the properties of Tenant;

(vii) The removal, or attempted removal from the Leased Premises, except in the usual course of business, of the goods, furniture, fixtures or other property of Tenant brought thereon;

(viii) The taking of Tenant's interest in this Lease Agreement by execution or other process of law in an action against Tenant.

In the event of a filing of a petition under the Bankruptcy Code by Landlord, Tenant shall have no obligation to remain in the lease, unless Landlord continues to provide and uphold the terms of this lease agreement.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided in Section 30 (a) (i) or (a) (ii), as the case may be, Landlord shall have the right at Landlord's option, to immediately, or at any time thereafter, terminate this Lease Agreement by giving Tenant ten (10) days notice of such termination and this Lease Agreement shall terminate on the date specified in such notice of cancellation. If the notice provided shall have been given and the Lease Agreement shall terminate as aforesaid, Landlord shall have the right to reenter the Leased Premises, with or without process of law, using such force as may be necessary. Tenant will remove all personal property from the leased premises within thirty (30) days.

In the event Landlord elects to terminate this Lease Agreement as provided herein, Landlord may recover from Tenant as its sole remedy for default, all past due lease payments and an amount equal to twelve (12) months or one year of lease payments.

In addition to the rights and remedies of Landlord specified in this Section, Landlord shall, in the event of Tenant's default under this Lease Agreement, have such other rights and remedies as may be afforded by law or equity. The rights and remedies given Landlord under this Section are distinct, separate and cumulative and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all others.

No re-entry by Landlord under the provisions of this Section shall bar the recovery of rent or damages for the breach of any of the covenants, agreements or conditions on the part of Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder shall not be deemed a waiver or forfeiture of Landlord to any of the rights or remedies provided for herein.

Landlord is required to give notice of default and/or termination, or re-enter the Leased Premises prior to the institution of any lawsuit against Tenant for breach of the terms or conditions of this Lease Agreement.

Section 28. ACCESS TO PREMISES:

Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Leased Premises as may be necessary for the servicing of the Leased Premises or other portions of the Shopping Center with advanced notice and reasonable coordination with Tenant as to minimize interference with Tenant operations. Landlord shall also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations and improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rents reserved shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages.

The provisions of this Section shall not be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the Leased Premises or the building of which it is a part, except as otherwise herein specifically provided.

Section 29. QUIET ENJOYMENT AND MORTGAGES:

Landlord covenants that, subject to Tenant's complying with all the terms and conditions of this Lease Agreement on Tenant's part to be complied with and performed, Tenant shall have the peaceable and quiet possession of the Leased Premises during the term of this Lease Agreement. Landlord and Tenant agree that this Lease Agreement is and shall be subject and subordinate at all times to all ground leases, all mortgages, which may now or hereafter affect or relate to the real property of which the Leased Premises form the part, and all renewals, modifications, consolidations, participation, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures, deeds of trust and security deeds. Tenant agrees to attorn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in this Lease Agreement upon request of such ground lessor or mortgagee provided that Tenant's rights under this Lease Agreement shall continue unmodified in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease Agreement.

If any mortgagee requires that this Lease Agreement be prior rather than subordinate to any such mortgage or ground lease, Tenant shall promptly, upon request therefor by Landlord or such mortgagee and without charge therefor, execute a document effecting and/or acknowledging such priority which document shall contain, at the option of such mortgagee, an attornment agreement to the mortgagee as Landlord in the event of foreclosure or to any party acquiring title through such mortgage in such event, provided that Tenant's rights under this Lease Agreement shall continue unmodified in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease Agreement.

Section 30. FURTHER COVENANTS AND AGREEMENTS OF TENANT:

Tenant further covenants and agrees to (a) receive and deliver goods and merchandise only by way of the rear of the Leased Premises or at any other location designated by Landlord, and only at such times as may be designated for such purpose by Landlord; (b) store any trash and refuse in adequate containers within the Leased Premises, in a neat, clean condition so as not to be noticeable to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof at Tenant's expense and in a manner as may be directed by Landlord; (c) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown therein; (d) keep the outside areas immediately adjoining the Leased Premises clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas; (e) not use the public or common areas in the Shopping Center for business purposes and not distribute handbills or other advertising matter therein; (f) park Tenant's vehicles and cause Tenant's employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by Landlord; (g) not use or permit the use of any objectionable advertising medium such as, but not limited to, loud speakers, phonographs, public address systems, sound amplifiers, radio or broadcasts within the Shopping Center which is in any way audible or visible outside the Leased Premises; (h) not burn trash or garbage in or about the Leased Premises, the Shopping Center or within one mile of the outside radius of the Shopping Center; (i) not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or on or upon any of the common areas in the Shopping Center; (j) not conduct or permit any going-out-of-business, fire, or auction sales on or about the Leased Premises; (k) conform and cause Tenant's employees to conform to all rules and regulations Landlord may adopt from time to time for the use and care of the Leased Premises, the building of which the Leased Premises are a part and the common areas and facilities of the Shopping Center; and (l) keep the Leased Premises free of dirt, fumes, odors, debris, pests and vermin and if required by Landlord, Tenant will purchase extermination and pest control service from a company acceptable to the Landlord.

Section 31. UNAVOIDABLE DELAYS:

In the event that either party hereto is rendered unable to carry out any obligations of such party under this Lease Agreement, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delay" as employed herein shall mean acts of God, strikes, lockouts, wars, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this Section 35, no obligation of either party hereto shall be suspended where such obligation is for, or relates to, the payment of money.

Section 32. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof, or sooner termination of this Lease Agreement, Tenant agrees to surrender and yield possession of the Leased Premises to Landlord, peacefully and without notice, and in good order and condition, subject only to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease Agreement.

Section 33. HOLDING OVER:

(a) If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration or termination of the term of this Lease Agreement, with the consent of Landlord, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month, cancelable upon thirty (30) days notice, at the same rental and, except with respect to the month-to-month term specified above, subject to all of the terms and provisions hereof; provided, however, that the rent during any such period that Tenant shall continue to hold the Leased Premises after expiration date of this Lease Agreement shall be at the highest annual rate of rent herein provided, multiplied by 1.5 and such additional rent heretofore paid during the term of this Lease Agreement.

(b) If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration or termination of this Lease Agreement, without the consent of Landlord, Tenant shall be liable to Landlord for all damages, direct and/or consequential, or as otherwise provided by law which the Landlord on account of Tenant's failure or refusal to so surrender possession of the Leased Premises.

Section 34. ESTOPPEL CERTIFICATES:

At any time and from time to time, Tenant agrees that within fifteen (15) days from the date of Landlord's written request Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that (i) this Lease Agreement is unmodified and in full force and effect, (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); and (ii) the dates to which the Fixed Minimum Rent, percentage rent and other charges have been paid.

Section 35. WAIVER OF SUBROGATION:

If the same can be done (and if payment of additional premium is required, the party benefiting shall pay such additional premium), each party to this Lease Agreement shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises of the contents thereof to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease Agreement or its agents or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies, provided the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this Section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any insurance policy affecting the Leased Premises or the Shopping Center.

Notwithstanding any contrary provisions contained in this Section, this Section shall not apply to relieve Tenant of its obligation to repair, at Tenant's cost and expense, as required by any other Sections of this Lease.

Section 36. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULTS:

Landlord may, but shall not be obligated to, cure at any time, after notice, any default by Tenant under this Lease Agreement and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing such default, together with interest from the time of billing at the maximum rate allowed by law, shall be paid by Tenant to Landlord on demand.

Section 37. NO WAIVER:

Failure of Landlord to insist upon the strict performance of any provision of this Lease Agreement or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease Agreement shall not be deemed a waiver of such breach. No provision of this Lease Agreement shall be deemed to have been waived by Landlord unless such waiver be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid or shall any endorsement or, statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any remedy provided in this Lease Agreement, and no waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other tenant in the Shopping Center.

Section 38. NOTICES:

Any notice and demand which may be or is required to be given under this Lease Agreement shall be in writing and shall be deemed to have been given when personally delivered, or deposited in the United States Mail, by certified or registered mail, return receipt requested, postage prepaid or by Federal Express or other overnight courier and properly addressed to the respective party to which such notice relates at the following addresses:

To Landlord: Hoover Court Investors, LLC
c/o RGS Properties, Inc.
6 Office Park
Suite 100
Birmingham, Alabama 35223
To Tenant: Jefferson County Commission

c/o County Managers Office Rm 251
ATTN: Mr. Tony Petelos, CEO
706 Richard Arrington Jr, Blvd, North
Birmingham, Alabama 35203
PHONE: 205.731.2880

COPY TO: Jefferson County Commission
Director of General Services Rm 1
716 Richard Arrington Jr. Blvd. N.
Birmingham, Alabama 35203

or at such alternate addresses as shall be specified by notice given in the manner herein provided.

Section 39. LEASE BINDING, ETC.:

Except as otherwise expressly provided herein, this Lease Agreement and all provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective heirs, legal representatives, successors and assigns. Substantive and procedural law of the State of Alabama shall govern this Lease Agreement.

Section 40. MODIFICATION OF AGREEMENTS: T

here shall be no modification of this Lease Agreement except in writing and signed by the party to be charged.

Section 41. PROFESSIONAL FEES AND OTHER COSTS:

Section 42. CAPTIONS AND HEADINGS:

The captions and headings of the Articles and Sections of this Lease Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 43. TIME IS OF THE ESSENCE:

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease Agreement.

Section 44. CONSTRUCTION OF TERMS:

(a) Printed parts of this Lease Agreement shall be as binding upon the parties hereto as other parts hereof. Parts of this Lease Agreement, which are written or type-written shall have no greater force or effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of this Lease Agreement, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this Lease Agreement which may prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall remain in full force and effect.

Section 45. WAIVER REGARDING BILLINGS:

Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of ninety (90) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Landlord and Tenant.

Section 46. NO PERSONAL LIABILITY OF LANDLORD:

The term "Landlord" as used in this Lease Agreement means only the owner or mortgagee in possession for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in said building and/or the land thereunder (or the managing agent of any such owner or mortgagee) so that in the event of sale of said building or leasehold interests or an assignment of this Lease Agreement, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing.

It is specifically understood and agreed that there shall be no personal liability of Landlord (or Landlord's agent) in respect to any of the covenants, conditions or provisions of this Lease Agreement. In the event of a breach or default by Landlord of any of its obligations under this Lease Agreement, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section 47. REPRESENTATIONS OF TENANT AND LANDLORD AS TO THE ENTIRETY OF THE AGREEMENT, ETC.:

Tenant hereby represents to Landlord and Landlord hereby represents to Tenant that this Lease Agreement sets forth the entire agreement between the parties. Any prior conversation, understandings, oral agreements not herein reduced to writing, prior writings or any other item not contained herein are hereby merged herein and extinguished. Tenant represents to Landlord that it is entering into this Lease Agreement based solely on the writing contained herein and the Tenant has not relied and is not relying on any representation, whether written or oral, riot contained in writing in this Lease Agreement. Tenant further represents that Tenant will not assert in any way any claim that Landlord, its agents, or employees in any way represented, misrepresented, promised, agreed or had any understanding regarding the lease of the Leased Premises not contained herein. Tenant represents that it has completely read and fully understands all the provisions of this Lease Agreement or that Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

Section 48. PROHIBITION AGAINST RECORDING:

If the term of this Lease Agreement, together with any optional terms, is less than twenty (20) years, then this Lease Agreement shall not be recorded without the prior written consent of Landlord.

Section 49. OPTIONS:

Provided Tenant is not in default of this lease during the initial term of this lease or any future option terms of this lease Tenant shall have the option to extend this lease for Two (2) additional Option Periods of Five (5) years each, with increases in Fixed Minimum Rent of Five (5%) in each Option Period over the prior Lease Term. Notices of Tenant's intent to renew for said Option Periods, shall be provided to Landlord in writing no later than 120 days prior to the to the then current expiration date. It is understood and agreed that all the terms and conditions of this Lease during the option terms shall remain unchanged except that the Base Rent during the option periods.

Section 50. Termination by Tenant:

Tenant is a Government agency and as such requires the option to terminate this lease for convenience and without cause. The Tenant shall give the Landlord a twelve month written notice of such intent of termination. The Tenant shall pay the Landlord an amount equal to twelve months rent beyond Tenant's actual termination date and vacation of the Demised Premises, as compensation to the Landlord for early termination.

IN WITNESS WHEREOF, the parties have respectively executed this Lease Agreement the day and year first above written.

LANDLORD: Hoover Court Investors, LLC An Alabama Limited Liability Company and
Murer, LLC An Alabama Limited Liability Company, as Tenants In Common

_____, Authorized Representative

TENANT: Jefferson County Commission, 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 and Stephens. Voting "Nay" Brown. Commissioner Bowman abstained.

Commission Brown's position statement on the proposed selection of a Hoover location as a permanent satellite location of Jefferson County's Revenue Business (Tags, Licenses, etc.).

On June 26, 2014, a resolution was presented on the Commission Agenda authorizing the execution of a Memorandum of Understanding with the City of Hoover and the Park and Recreation Board of the City of Hoover to provide tag renewal services at the Hoover Metropolitan Stadium (Hoover Met) to all the residents of Jefferson County. I voted NO. At that time, I believe that to do this at the Hoover Met would be a disservice to the majority of citizens of Jefferson County.

I still believe that a location in Hoover will not serve the masses of the citizens in Jefferson County. First let's be clear, this is not about race, it is about being a good steward of public dollars. In 2011, the Commission was force to stop paying rent on the Homewood Satellite Office due to the county's loss of the occupational tax, which led to the County filing, at the time, one of the largest municipal bankruptcy in the United States.

This Commission worked diligently to get this County out of bankruptcy and back on solid ground and I must say the Citizens and Employees stood with us during these difficult times. As we rebuild our COUNTY we need to be sensitive to their needs and restore convenient and quality services to our citizens. THIS COMMISSION had a building in Homewood that better served the masses of citizens (Homewood, Glen Iris, Southeast Communities, Southside, West End, Titusville, Wenonah,) including Hoover that was more centrally located to Jefferson County residents than the proposed Hoover location. This location is still available, it was built specifically for Jefferson County's Revenue Department and for THIS COMMISSION to spend \$850,000 to move to Hoover when this location can be updated for considerably less is not being a good steward of the public dollars.

Why wouldn't we return to what we know work instead of trying something that we don't know, at such a cost?

Another reason this move is not a good one, is, that for those citizens of Jefferson County who would want to exercise another option than downtown, or Bessemer and who depend on public transportation, the move to Hoover would all but prevent this as a viable option. It is not convenience to use public transportation because it's a four to six hour turnaround time from departure to arrival back to downtown Birmingham. Public transportation runs more frequently to the Homewood location.

Again, I think this move offer us "Less bang for our bucks" than the alternative (A move to Homewood) would offer. For this and other reasons I vote No again on this Hoover choice as a permanent satellite for Jefferson County.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Birmingham Board of Education for Charles A. Brown Elementary to provide funding to assist with the costs associated with the underwriting of the application fees for Teacher 1B Training (purpose as stated in contract) in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Birmingham Board of Education for Charles A. Brown Elementary School ("BBOE-BROWN") applied for a grant of funds for \$1,000.00; and

WHEREAS, BBOE-BROWN is a 501(c)(3) organization which seeks assistance with funding the underwriting costs associated with the application fees for Teacher 1B Training; and

WHEREAS, BBOE-BROWN meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little-Brown has recommended funding of \$1,000.00 to BBOE-BROWN, 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 BBOE-BROWN a lump sum payment of \$1,000.00 upon execution of this agreement.
3. BBOE-BROWN shall use the public funds to assist with the costs associated with the underwriting of the application fees for Teacher 1B Training.

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

4. BBOE-BROWN, 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. BBOE-BROWN, 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 BBOE-BROWN, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. BBOE-BROWN, 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. BBOE-BROWN, 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 BBOE-BROWN, 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

BIRMINGHAM BOARD OF EDUCATION

CHARLES A. BROWN ELEMENTARY SCHOOL

Steve Brown , 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.

Apr-9-2015-268

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Lawson State Foundation for the Lawson State Honors Program to provide funding for the purchase of trophies, plaques and other award items to present to students during honor recognition programs 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, Lawson State Foundation for the Lawson State Honors Program ("Lawson HP") applied for a grant of funds for \$5,000.00; and

WHEREAS, LAWSON HP is a 501(c)(3) organization which seeks assistance to purchase trophies, plaques and other award items to present to students during honors recognition programs; and

WHEREAS, LAWSON HP meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Brown Little has recommended funding of \$5,000.00 to LAWSON HP, 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 LAWSON HP a lump sum payment of \$5,000.00 upon execution of this agreement.
3. LAWSON HP shall use the public funds to purchase trophies, plaques and other award items to present to students during honors recognition programs.

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

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

6. LAWSON HP, 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. LAWSON HP, 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 LAWSON HP, 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

Lawson State Foundation for the Lawson State Honors Program

Perry W. Yard, President

Apr-9-2015-269

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute agreement 1H79T1025496-1 with the University of Alabama at Birmingham (UAB) for juvenile drug court services. The agreement is in the amount of \$304,799.00 and is for the period February 5, 2015 through September 29, 2015.

AGREEMENT

Grant Number 1H79T1025496-1

CFDA Number 93.243

THIS AGREEMENT entered into this _____ day of _____, _____ 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 September 30, 2014.

WHEREAS, the County desires to contract for enhanced juvenile drug court services; 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 the Jefferson County Commission on an as need basis:

Strengthen juvenile drug court services through the adoption of the following components: (1) enhanced outpatient treatment services utilizing MET/CBT12 and Seven Challenges, both evidence-based practice, (2) adoption of the MAYSI-II, an evidence based mental health screening tool, (3) enhanced family component through the Strengthening Families curriculum, (4) expanded transportation services, (5) hiring of a Juvenile Drug Court Coordinator, (6) utilization of a project team to provide guidance in the planning, implementation and evaluation of the initiative.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render enhanced drug court services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 29, 2015.

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 \$304,799.00 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 Health and Human Services, Substance Abuse and Mental Health Services Administration. 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. All subcontracts must be approved by Jefferson County.

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 /TB'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 thirdparty 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.

19. RECORDS AND REPORTS: Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the SUB-RECIPIENT for a period of four (4) years from the termination or completion of 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.

The Board of Trustees of the University of Alabama
for The University of Alabama at Birmingham
Lynn W. Stedman, MBA - Director

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.

Apr-9-2015-270

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2014; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Pathways (HES14-ES-PW) for an amount not to exceed \$30,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Pathways (HESG14-ES-PW) for an amount not to exceed Thirty Thousand and no/100 Dollars (\$30,000.00). This agreement is from Program Year 2014 federal 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.

Apr-9-2015-271

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2014; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HESG14-HMIS-OR) for an amount not to exceed \$13,650.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (HESG14-HMIS-OR) for an amount not to exceed Thirteen Thousand Six Hundred Fifty and no/100 Dollars (\$13,650.00). This agreement is from Program Year 2014 federal 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.

Apr-9-2015-272

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2014; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Urban Ministry, Inc. (HESG14-RR-UMI) for an amount not to exceed \$13,239.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Urban Ministry, Inc. (HESG14-RR-UMI) for an amount not to exceed Thirteen Thousand Two Hundred Thirty Nine and no/100 Dollars (\$13,239.00). This agreement is from Program Year 2014 federal 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.

Apr-9-2015-273

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2014; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA- Family Violence Center (HESG14-ES-YFV) for an amount not to exceed \$23,739.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA-Family Violence Center (HESG14-ES-YFV) for an amount not to exceed Twenty Three Thousand Seven Hundred Thirty Nine and no/100 Dollars (\$23,739.00). This agreement is from Program Year 2014 federal 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.

Apr-9-2015-274

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for Fiscal Year 2014; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with First Light, Inc. (HES14-ES-FL) for an amount not to exceed \$46,080.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and First Light, Inc. (HESG14-ES-FL) for an amount not to exceed Forty Six Thousand Eighty and no/100 Dollars (\$46,080.00). This agreement is from Program Year 2014 federal 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.

Apr-9-2015-275

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, James A. Stephens, is authorized to sign Modification 23-B to the WIA Plan No. 23-0 (ADECA).

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

Apr-9-2015-276

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 4-1/6-30-30-30 with Dunn Construction Co., Inc. in the amount of \$44,800.00. Dunn Construction will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on February 29, 2016.

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

Apr-9-2015-277

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 4-1/6-30-30-31 with Midsouth Paving, Inc. in the amount of \$28,000.00. Midsouth Paving will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on February 29, 2016.

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

Apr-9-2015-278

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

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

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office

of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Adger Storm Shelter Project (CDBG-DR2013-03-U3-ADG) from the Community Development Block Grant Recovery Fund Program.

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

Apr-9-2015-279

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Adger Storm Shelter Project (CDBG-DR2013-03-U3-ADG)

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

Apr-9-2015-280

AMENDING COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend the Emergency Shelter Grants budget under the Community Development Statement of Objectives and Projected Use of Funds for the Program Year 2014 of its Five-Year Consolidated Plan and One-Year Action Plan to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that:

1. The Emergency Shelter Grant budget under the Jefferson County Community Development Programs One-Year Action Plan for the year 2014, is hereby amended as said above; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for Community Development programs.

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

Apr-9-2015-281

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Community & Economic Development is authorized to transfer Five Thousand & 00/100 Dollars (\$5,000.00) to the 2012 Graysville East Ball Park budget and Five Thousand & 00/100 Dollars (\$5,000.00) to the 2012 Willie Mays Park budget. Funds will be transferred from the 2012 Rosedale Sidewalk II budget.

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

Apr-9-2015-282

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Full Satisfaction of a Recorded Lien between Seth and Ruby O'Korley d/b/a Classic Coin and Jefferson County, Alabama.

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

Apr-9-2015-283

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Office of Senior Citizens Services is authorized to establish a Petty Cash Fund in the amount of \$150.00 and to set the limit per ticket to \$100.00.

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

Apr-9-2015-284

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute A Notification of Grant Award (NGA) for the Medicare Improvements for Patients and Providers (MIPPA) Grant for Program Year 2015 between Jefferson County, Alabama and the Alabama Department of Senior Services in the amount of \$75,894.

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

Apr-9-2015-285

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the Seniority Group for The Gabriel Program. This agreement is in the amount of \$50,000.00 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.

Apr-9-2015-286

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission, District 3's annual salary for each of the following positions be changed as follows effective April 9, 2015: Appointed Confidential Secretary - County Commission (Classification

094601) be increased to \$65,100 and Appointed Administrative Secretary- County Commission (classification 094602) be increased to \$65,100.

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

Apr-9-2015-287

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Board of Education for Oak Grove High School for funding to purchase safety shirts, water and snacks for volunteers, trash grabbers and publicity for the cleanup event in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Oak Grove High School ("OGHS") applied for a grant of funds for \$1,000.00; and

WHEREAS, OGHS is a tax exempt non-profit educational institution which seeks funds to aid in the OGHS Student Government in their SGA Community Cleanup Program which coordinates a community wide roadside cleanup in March 2016. Said funds will provide safety shirts, water and snacks, trash grabbers and publicity for the event; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to OGHS a lump sum payment of \$1,000.00 upon execution of this agreement.
3. OGHS shall use the public funds to pay for safety shirts and water and snacks for volunteers as well as purchase trash grabbers and publicity for the event.

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

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

6. OGHS, 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. OGHS, 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 OGHS, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR OAK GROVE HIGH SCHOOL

Sheila Jones, Executive Director of Business & Financial Affairs

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

Apr-9-2015-288

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Neel Shaffer, Inc. for the Galleria Boulevard Extension to extend expiration date to January 1, 2016 at no additional cost.

AMENDMENT NO. I TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
THE DESIGN AND PRODUCTION OF COMPLETE
ROAD PLANS FOR THE EXTENSION OF GALLERIA BOULEVARD

This document shall AMEND the Scope of the: Original AGREEMENT, dated April 25, 2013, Minute Book 164, Pages 593-601,

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

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

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2016.

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.

Governing Law: 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.

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

NEEL-SCHAFFER, INC.

Chris Sellers, Vice President/Engineer Manager

RECOMMENDED:

Tracy A. Pate, - Interim Director

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

James A. Stephens, 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.

Apr-9-2015-289

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Neel Shaffer, Inc. for the bridge replacement on Minor Parkway South over Burlington Northern Railroad to extend expiration date to January 1, 2016 at no additional cost.

AMENDMENT NO. 1 TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
THE DESIGN AND PRODUCTION OF COMPLETE
ROAD AND BRIDGE PLANS FOR THE REPLACEMENT OF THE SOUTHBOUND BRIDGE
ON MINOR PARKWAY OVER BURLINGTON NORTHERN RAILROAD

This document shall AMEND the Scope of the: Original AGREEMENT, dated June 27, 2013, Minute Book 165, Pages 146-157,

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

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

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2016.

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.

Governing Law: 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.

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

NEEL-SCHAFFER, INC.

Chris Sellers, Vice President/Engineer Manager

RECOMMENDED:

Tracy A. Pate, - Interim Director

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

James A. Stephens, 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.

Apr-9-2015-290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. for the bridge replacement (Buckshort Bridge) on CR-77 (Mount Olive Road) over Locust Fork of the Warrior River which provides for additional scope of work, increases compensation an additional \$56,066 and extends expiration date to February 2, 2016.

AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
FOR THE DESIGN AND PRODUCTION OF COMPLETE
APPROACH ROADWAY AND BRIDGE PLANS FOR THE BRIDGE REPLACEMENT
ON COUNTY ROAD 77 OVER THE LOCUST FORK OF THE WARRIOR RIVER

This document shall AMEND the Scope of the: Original AGREEMENT, dated August 14, 2014, Minute Book 166, Page 561-568,

WITNESSETH

WHEREAS, the COUNTY desires to grant an expansion to the original Scope of Work, with an additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1- CHANGES OF WORK.

WHEREAS, the County also desires to grant a time extension to the original Scope of Work as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 -DELAYS AND EXTENSIONS.

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

AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE 1- SCOPE OF WORK, to include the following:

1. Conduct Environmental Studies, to include:
 - a. Conduct 4(f) analysis
 - b. Coordination with SHPO for bridge removal and mitigation
 - c. Coordinate with U.S. Fish and Wildlife Service for new Biological Opinion
 - d. Prepare Memorandum of Agreement for Historic Bridge Removal
 - e. Prepare Finding of Adverse Effect Determination
 - f. Mitigation Coordination and documentation for bridge removal
 - g. Prepare Nationwide 14 permit application
2. Prepare Environmental Assessment, to include:
 - a. Coordination with STATE and COUNTY
 - b. Environmental Commitments (USFWS, BO and SHPO agreement)
 - c. Prepare 4(f) figures
 - d. Prepare programmatic 4(f) document,
 - e. Submit document to STATE
 - f. Respond to comments from FHWA
 - g. Publish document
3. Update and Submit Bridge Hydraulic Report.

AMENDMENT TO ARTICLE V - PAYMENT

Amend ARTICLE V - SECTION 1 as follows:

For the additional Scope of Work, the Lump Sum of Fifty-Six Thousand Eight Hundred Sixty Six and 00/100 Dollars (\$56,066.00) shall be total compensation.

For the work contemplated under the original Agreement and the work contemplated under this Amendment the CONSULTANT will be compensated a maximum lump sum of Two Hundred Twenty Four Thousand Seven Hundred Thirty Six and 00/100 Dollars (\$224,736.00).

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of February 29, 2016.

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.

Governing Law: 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

TECHNICAL SERVICES, INC.

John E. Lobdell
Associate to Vice President

ATTEST:

Minute Clerk

RECOMMENDED:

Tracy A. Pate
Interim Director

JEFFERSON COUNTY COMMISSION

James A. Stephens, 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.

Apr-9-2015-291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon recommendation of the Interim Director of Roads and Transportation and Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached

Quit Claim Deed for the release of sanitary sewer easements within Bethune Industrial Park located in the City of Trussville - Line Ref 06-60070 and 06-60071 Deeds 9504/2103, 9504/2104 and 9504/2106.

Quit Claim Deed

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr
A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100----- DOLLARS (\$1.00) to in hand paid by E & W Realty, L.L.C., an Alabama limited liability company, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama does remise, release, quit claim and convey to the said all its right, title, interest, and claim in or to the following described real estate, to wit:

All that certain sanitary sewer easement conveyed to Jefferson County by Deed 9504/2103 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as:

(Easement "A" on construction plans)

Commence at the southwest corner of the SW 1/4 of the SE 1/4 of Section 8, Township 16 South, Range 1 East, Jefferson County, Alabama, and run thence N 03°23'35" W along the west line thereof 524.61 feet to a point on Bethune Industrial Park S-1 line, said point being Sta.2+24.52 of said line; thence run S 54°37'42" W along said S-1 line 17.52 feet to station 2+07 of said S-1 line; thence run N 35°22'18" W 20.3 feet to a point on the northwesterly property line and the point of beginning; thence run along north property line N 54°37'42" E 197.01 feet; thence turn 72°17' right and run S 53°05'18" E 127.03 feet to a point on a curve of the northerly right-of-way line of Bethune Industrial Parkway, said curve having a radius of 290.00 feet; thence turn an interior angle of 17°55'40", tangent to said curve, and run thence northwestwardly along the arc of said curve, as it curves to the left and along said right-of-way line 275.12 feet to the point of beginning. Said easement situated in the S 1/2 of Section 8, Township 16 South, Range 1 East. Contains 6,199.65 square feet.

All that certain sanitary sewer easement conveyed to Jefferson County by Deed 9504/2104 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as:

(Easement "B" on construction plans)

Commence at the southwest corner of the SW 1/4 of the SE 1/4 of Section 8, Township 16 South, Range 1 East, Jefferson County, Alabama, and run thence N 03°23'35" W along the west line thereof 501.38 feet to a point on the centerline of Bethune Industrial Parkway; thence run N 54°37'42" E along said centerline 4.79 feet to the beginning of a curve to the right having a radius of 250.00 feet, said point being road station 2+00; thence run southeastwardly along the centerline and along the arc of said curve 392.70 feet to the end of said curve; thence run S 35°22'18" E along said centerline 90.00 feet to P.C. Station 6+82.70 on the centerline of Bethune Industrial Parkway and run thence S 54°37'42" W perpendicular to said centerline 30.0 feet to a point on the southwesterly right-of-way line of said street, said point being the beginning of a curve having a radius of 280.0 feet; thence turn left, 90° to tangent, and run southeastwardly along said right-of-way line and along the arc of said curve, as it curves to the left, 120.0 feet to the point of beginning; thence continue southeastwardly along said right-of-way line and along the arc of said curve 40.0 feet; thence turn right 90° to tangent and run southwestwardly 25.0 feet; thence turn 94°05'33" right and run northwestwardly 43.53 feet; thence turn 94°05'33" right and run northeastwardly 25.0 feet to the point of beginning.

Situated in the SE 1/4 of Section 8, Township 16 South, Range 1 East.

All that certain sanitary sewer easement conveyed to Jefferson County by Deed 9504/2106 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as: A right-of-way for sanitary sewer purposes, said right-of-way being 20 feet in width or 10 feet on each side of a center line of said easement located an described as follows, to wit:

(Easement "C" on construction plans)

Commence at the southwest corner of the SW 1/4 of the SE 1/4 of Section 8, Township 16 South, Range 1 East, Jefferson County, Alabama, and run thence N 03°23'35" W along the west line thereof 501.38 feet to a point on the centerline of Bethune Industrial Parkway; thence run N 54°37'42" E along said centerline 4.79 feet to the beginning of a curve to the right having a radius of 250.00 feet, said point being road station 2+00; thence run southeastwardly along the centerline and along the arc of said curve 392.70 feet to the end of said curve; thence run S 35°22'18" E along said centerline 90.00 feet to the beginning of a curve to the left having a radius of 250.0 feet; thence run eastwardly along said centerline and along the arc of last said curve 392.70 feet to the end of last said curve; thence run N 54°37'42" E along said centerline 1375.00 feet to the center point of a circle which is at the east end of Bethune Industrial Parkway (Street Centerline Station 24+50.40); said circle has a radius of 87.5 feet; thence from the centerline of said street turn 77°30' left and run northwestwardly 87.5 feet to a point on the right-of-way line of said circle; thence turn right 90° to tangent and run eastwardly along the arc of said circle, as it curves

to the right, 7.5 feet to the point of beginning of the easement herein described; thence turn left 94°54'40" to tangent and run northwestwardly 25.0 feet; thence turn 90° right and run northeastwardly 20 feet; thence turn 90° right and run southeastwardly 30 feet, more or less, to a point on said circle right-of-way line; thence turn right and run westwardly along said right-of-way line 20.7 feet, more or less, to the point of beginning.

Said easement situated in the SE 1/4 of Section 8, Township 16 South, Range 1 East.

Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said E & W Realty, L.L.C., an Alabama limited liability company. heirs and assigns forever.

Given under my hand(s) and seal(s), this 9th day of April, 2015.

Attest:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

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.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 5,329' of buried and aerial cable at 100 Warrior Lane in Bessemer.
2. AT&T Corporation to install 153' of buried cable at 2450 Acton Road.
3. Birmingham Water Works to install 1,695' of 6" water main along Ruff Road located on Sharon Church Road.
4. Birmingham Water Works to install 790' of 4" water main between Cherry Avenue and Quail Drive.
5. West Jefferson Water Works to install 3,000' of 6" water main from 6280 Snowville-Brent Road and 5876 Littleton Kilgore Road.
6. Cullman/Jefferson Gas to install 8,150' of 4" gas main on Warrior-Jasper Road and Rouse Road.

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

Apr-9-2015-292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Environmental Services be granted permission to advertise for bid on the Jefferson County 2015 Resurfacing Project, Phase 2.

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

Apr-9-2015-293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Letter of Intent to Use Federal Funds and a resolution between Jefferson County, Alabama and the Alabama Department of Transportation (ALDOT) for the Bridge Replacement on Bradford -Trafford Road over Gurley Creek.

RESOLUTION

COUNTY OF JEFFERSON

STATE OF ALABAMA

Project No. JCP 37-121-15

WHEREAS, the County Commission of Jefferson County, Alabama is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Jefferson County Road System and described as follows:

Replacement of a structurally deficient bridge over Gurley Creek approximately 0.61 miles south of intersection of Bone Dry Road and Bradford-Trafford Road.

Structure No. 0 CO 0644 37 0000006X BIN 003374 Sufficiency Rating = 31.3 Status = 1 Location Map attached

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the

construction of the project.

Done at the regular session of the Commission of Jefferson County, this 9th day of April, 2015.

Jefferson County Commission

Governing Body

Member - Sandra Little Brown

President - James A. Stephens

Member - W. D. Carrington

Member - George Bowman

Member - T. Joe Knight

JEFFERSON COUNTY COMMISSION

LETTER OF INTENT TO USE FEDERAL FUNDS

March 30, 2015

Mr. D. E. Phillips, Jr., P.E.
County Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36130

RE: Project No. JCP-37-121-15
Bridge Replacement on Bradford -Trafford Road
Over Gurley Creek
Jefferson County

Dear Mr. Phillips:

This is to advise you of Jefferson County Commission's intent to apply for Federal Aid funds on the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Yours truly,
James A. (Jimmie) 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.

Apr-9-2015-294

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Walker Chapel Road at the bridge over the Black Creek Tributary between Shady Grove Road and Ellard Road in order to repair the metal deck beginning Thursday, April 2 and reopened Friday, April 3, 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.

Apr-9-2015-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close the unincorporated section of Oakwood Drive south of Dogwood Lane to through traffic in order to assist the City of Adamsville in preventing the public from entering the section of Oakwood Drive closed by the City beginning immediately and until the City of Adamsville repairs a collapsed culvert and reopens the section of road within its corporate limits.

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.

Apr-9-2015-296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lock 17 Road at its intersection with Drip Branch Road in order to remove a separated drainage culvert and replace it with a reinforced concrete culvert Saturday, April 18, 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.

Apr-9-2015-297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a Permit Agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a sewer service line in U.S. Highway 31 in the City of Hoover.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number Bond Number OFLO542547
Permit Number Bonding Agency Insurance Network Inc
Route Number P.E.
R.O.W. Construction
Location of Accommodation: Milepost 263 to 264 Utilities

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

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, on the maintenance section being designated as and consisting approximately of the following: approximately 286 linear feet of 12 inch diameter, Class 52 ductile iron sanitary sewer pipe with 200 linear feet of 24 inch diameter steel casing pipe in U.S. Highway 31 in the City of Hoover; and

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

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

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

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

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

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

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

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

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

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

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 20,0000 (Bond Number: OFLO542547) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

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

If the applicant is an incorporated municipality then:

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

If the applicant is county government then:

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

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

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

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

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

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

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

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

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

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

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

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

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

Environmental Service Department

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

RECOMMENDED FOR APPROVAL:

District Manager

Area Operations Engineer

Region Engineer

APPROVED:

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

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

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

Apr-9-2015-298

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Village Creek WWTP Miscellaneous Storage Buildings project, such certified bids having been open on Wednesday, January 21, 2015 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Coston General Contractors, Inc.	\$ 371,242.00

- | | | |
|----|---|---------------|
| 2. | Duncan & Thompson Construction Services, LLC. | \$ 375,389.00 |
| 3. | Battle-Miller Construction Corporation | \$ 398,800.00 |
| 4. | The Pennington Group, Inc. | \$ 399,918.00 |
| 5. | Goodgame Company, Inc. | \$ 430,215.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Village Creek WWTP Miscellaneous Storage Buildings be awarded to Coston General Contractors, Inc. in the amount of \$371,242.00.

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

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

Apr-9-2015-299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *Jefferson County, Alabama v. Carl Suggs, et al.*, Civil Action No. CV-2011-399, Bessemer Division, in the amount of Two Hundred Seven Thousand Dollars and 00/100 (\$207,000). Because the agreed upon settlement is less than the amount previously deposited by Jefferson County with the court, this settlement will not require additional payment from Jefferson 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.

Apr-9-2015-300

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Tammy McClellan 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.

Apr-9-2015-301

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Anthony H. Smith 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.

Apr-9-2015-302

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim by Sharonda Stinson, Terrance Stinson and Timothy Stinson 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.

Apr-9-2015-303

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim by Markeda Burks Robinson, Jason Robinson, Sr., Rhyan Burks, Jason Robinson, Jr. and Jhaiden Robinson 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.

Apr-9-2015-304

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Dennis Datcher 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.

Apr-9-2015-305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Carolyn Lewis in the amount of Four Thousand Eight Hundred Thirty Six and 00/100 (\$4,836.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Carolyn Lewis in the amount of \$4,836.00 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.

Apr-9-2015-306

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of W. P. Carey, Inc., in the amount of Twenty One Thousand Three Hundred Twenty One and 60/100 (\$21,321.60) 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 W. P. Carey, Inc. in the amount of \$21,321.60 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.

Apr-9-2015-307

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Marian R. Brown in the amount of Three Hundred Eighty Five and 00/100 (\$385.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Marian R. Brown in the amount of \$385.00 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.

Apr-9-2015-308

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.

Software Subscription Agreement with International Academy of Public Safety to provide access to law enforcement educational programs for a period of three years in the amount of \$20,000.

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

Apr-9-2015-309

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 the Sheriff's Office Substation in McCalla in the amount of \$625,000.

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

Apr-9-2015-310

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 Fultondale High School to provide funding to pay for a mobile lab that will go from class to class making the school's technology more accessible to every student in the amount of \$1,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Fultondale High School ("FHS") applied for a grant of funds for \$1,500.00; and

WHEREAS, FHS is a tax exempt non-profit educational institution which seeks assistance in funding a mobile lab that will go from class to class, making the school's technology more accessible to every student, as well having up-to-date technology that is vital to the students' education process; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,500.00 to FHS, 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 FHS a lump sum payment of \$1,500.00 upon execution of this agreement.
3. FHS shall use the public funds to pay for a mobile lab that will go from class to class, making the school's technology more accessible to every student, as well having up-to-date technology that is vital to the students' education process.

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

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

6. FHS, 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. FHS, 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 FHS, 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

FULTONDALE HIGH SCHOOL

Dr. Stephanie Robinson, 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.

Apr-9-2015-311

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 Center Point High School to provide funding to for transportation and meals for the choir students to participate in The Music in the Parks Festival in Douglasville, Ga in the amount of \$1,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Center Point High School ("CPHS") applied for a grant of funds for \$1,500.00; and

WHEREAS, CPHS is a tax exempt non-profit educational institution which seeks assistance in funding for transportation and meals for choir students as the CPHS Chorale students have been invited to participate in The Music in the Parks Festival in Douglasville, GA. This event brings together students and adjudicators in a positive learning environment that inspires students to strive not only for excellence, but to make music a lifelong activity; and

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

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$1,500.00 to CPHS, 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 CPHS a lump sum payment of \$1,500.00 upon execution of this agreement.
3. CPHS shall use the public funds to pay for transportation and meals for choir students invited to The Music in the Parks Festival in Douglasville, GA.

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

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

6. CPHS, 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. CPHS, 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 CPHS, 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

CENTER POINT HIGH SCHOOL

Vann Phillips, 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.

Apr-9-2015-312

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

- a. Resolution that the EMA Executive Board accepts \$50,000 from the City of Birmingham towards the Everbridge Emergency Notification System
- b. Grant agreement with Alabama EMA to provide additional FY2014 Emergency Management Performance Grant (EMPS) funding in the amount of \$11,616
- c. Agreement with Birmingham Emergency Communications District as a reimbursement in full for funds expended for the Everbridge Emergency Notification System in the amount of \$50,000.
- d. Cooperative Agreement with Alabama EMA for 2015 Emergency Management Performance Grant funding in the amount of \$14,797
- e. Agreement with ESI Acquisitions, Inc. to provide WebEOC software support for the period June 1, 2015 - May 31, 2016 in the amount of \$15,070
- f. Change Revision 2 to the agreement with Bennett Building, Inc. for the Tannehill Community Storm Shelter in the amount of \$14,722.51

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

Apr-9-2015-313

WHEREAS, the Jefferson County Emergency Management Agency (EMA) entered into a contract with Bennett Building, Inc., to build a storm shelter at Tannehill Park in 2013; and

WHEREAS, a building permit for construction of the storm shelter was issued in June, 2013; and

WHEREAS, the contractor Bennett Building, Inc. encountered many unforeseen problems such as a rock which required a complete

revision of the building plans of the storm shelter; and

WHEREAS, the results of the revised plans required additional funding to EMA which was obtained by EMA through an increased grant; and

WHEREAS, Bennett Building, Inc. has completed that building contract; and

WHEREAS, thereafter no exterior work on the building was performed; and

WHEREAS, because the exterior work was not performed, the storm shelter's waterproofing requires removal, the foundation requires cleaning and new waterproofing applied; and

WHEREAS, following the completion of this work the Jefferson County Commission desires to allow its Roads and Transportation Department provide work and materials to complete the exterior work on the storm shelter in an amount not to exceed \$57,868.49. Said amount is to be paid to Jefferson County from grant funds held by EMA.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is authorized to execute an Agreement with EMA to provide for Roads and Transportation to perform exterior work on the storm shelter and associated site work for an amount not to exceed \$57,868.49, said amount to be paid to Jefferson County from EMA's grant funding.

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

Apr-9-2015-314

WHEREAS, the Code of Alabama, 1975, Section 17-6-2, gives the Jefferson County Commission authority to alter voting precinct boundaries; and

WHEREAS, there are certain voters assigned to Precinct 1290, North Birmingham Recreation Center, 3501 28th Street North, Birmingham, 35207, that need to be reassigned to North Birmingham Public Library, 25013 1st Street North, Birmingham, 35207, for geographical considerations,.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the voters currently assigned to Precinct 1290, North Birmingham Recreation Center that reside west of 25th Street North, Birmingham, 35207, be reassigned to Precinct 1300, North Birmingham Public Library.

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

Apr-9-2015-315

WHEREAS, the Code of Alabama, 1975, Section 17-6-2, gives the Jefferson County Commission authority to alter voting precinct boundaries; and

WHEREAS, there are certain voters assigned to Precinct 2370, New Bethel Church, 54th Street SW, Birmingham, 35221, that need to be reassigned to Precinct 2410, Bryant Chapel AME Church, 3125 Spaulding Street, Birmingham, 35221, for geographical considerations,

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the voters currently assigned to Precinct 2370, New Bethel Church, that reside east of 45th Street SW, Birmingham, 35221, be reassigned to Precinct 2410, Bryant Chapel AME Church.

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

Apr-9-2015-316

WHEREAS, the Code of Alabama, 1975, Section 17-6-2, gives the Jefferson County Commission authority to. alter voting precinct boundaries; and

WHEREAS, Precinct 4010, Gardendale Civic Center, 857 Main Street, Gardendale, 35071, has grown too large to affectively serve

the voters of Gardendale; and

WHEREAS, Gardendale Mt. Vernon Methodist Church, 805 Crest Drive, Gardendale, 35071, has made itself available to serve as an additional polling precinct for Gardendale and has plenty of parking, handicap parking, and accessibility.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Precinct 4015, Gardendale Mt. Vernon Methodist Church, be established to relieve the overcrowding issues at Precinct 4010, Gardendale Civic Center

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

Apr-9-2015-317

WHEREAS, the polling location, Precinct 5200, Mountain Top Community Church has been a long time polling precinct in Jefferson County; and

WHEREAS, Mountain Top Community Church has a student center that can be utilized as a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Mountain Top Community Church be relocated to Mountain Top Community Church Adderhold Student Center.

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

Apr-9-2015-318

WHEREAS, the polling location, Precinct 2350, Shady Grove Baptist Church, located at 2581 Wenonah Oxmoor Road, Birmingham, Al., is no longer large enough to serve as a polling precinct; and

WHEREAS, the Oxmoor Valley Community Center, located at 1992 Wenonah Oxmoor Road, Birmingham, Al. 35211, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Shady Grove Baptist Church be relocated to Oxmoor Valley Community Center.

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

Apr-9-2015-319

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-2014-024 Joey Kilpatrick, owner; requests a change of zoning on Parcel ID#s 40-08-3-004-001.000 & 40-08-4-001-010.000, in Section 8 Twp 19 Range 2 West from A-1 (Agriculture) to C-2 (Outdoor Amusement) for privately owned and managed baseball fields. (Case Only: 2485 Old Rocky Ridge Road, Birmingham, 35216)(ROCKY RIDGE)(20.2 Acres M/L)

RESTRICTIVE COVENANTS:

- 1. Restrooms shall be constructed on site; 2. a drainage study shall be done on the site to be approved by the Department of Roads and Transportation; 3. access shall be aligned with Chestnut Ridge Ln and is subject to approval by the Department of Roads and Transportation; 4. all lighting in parking areas shall be directed downward; 5. hours of operation shall be no later than 9 pm Sunday through Thursday and no later than 10 pm on Friday and Saturday; 6. field Lighting, if any, shall only operate during the hours of operation; 7. any sign on the property shall be a monument sign and be near the road; and, 8.the lighting plan and the site plan are subject to approval by the Planning and Zoning Commission. 8. there shall be no public address system. 9. there shall be a minimum of 30 parking spaces provided on the site. 10. the lighting plan and the site plan are subject to approval by the Planning & Zoning Commission. 11. the zoning on the property shall revert to A-1 (Agriculture) if the property is not used for ball fields.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2014-024 be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Apr-9-2015-320

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

Z-2015-002 Katrina Jarboe, owner; requests a change of zoning on Parcel ID# 40-08-4-041007.001, in Section 8 Twp 19 South Range 2 West from R-2 (Single Family) to A-1 (Agricultural) to allow for the keeping of horses on a residential property. (Case Only: 4997 Coshatt Drive, Birmingham, AL 352.44)(ACTON)(13.3 Acres M/L)

RESTRICTIVE COVENANT: No mobile homes shall be permitted for any purpose other than temporary emergency relief.

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

4/09/2015

Table with 7 columns: Profit Ctr, Vendor #, Name, Text, Business Area, Amount, Doc No. It lists various transactions such as 'PURCHASE OF A TORCH HEAD AND 10 KEY BLANKS' and 'PETTY CASH - DALE FREY 3/3/2015'.

DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BITS, SPANNER WRENCH, HERBICIDE LICENSE, NUT	R&T: HIGHWAY MAINT-KETONA	186.10	1900088674
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER TUBING, FITTING FOR GLASS BEAD SPRAY GUN	R&T: TRAFFIC ENGINEERING	34.65	1900088654
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS FOR LABORATORY	ES: LEEDS WWTP	108.00	1900088655
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAULK GUN, THERMOMETER, CREEPER, LIFTING SLING	R&T: HIGHWAY MAINT-BESS	66.36	1900088667
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE ACCESSORIES, BATTERIES, CERTIFIED MAIL - HWY	R&T: ADMINISTRATION	75.66	1900088794
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DOG HARNESS/SHIPPING/OVEN	SHER CORRECT-BHAM	193.99	1900088740
DISTRICT 3	1000193	JEFFERSON CO TREASURER	T-HANDLE	ES: CAHABA RIVER WWTP	6.18	1900088744
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CHAIN PIPE FITTINGS ANTI-FREEZE GUAGE FLOOR SCRAPE	ES: VALLEY CREEK WWTP	824.19	1900088913
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HEAT SHRINK,PLUG,HOSE,BUSHINH,FILTER,SPIDER,FUNNEL	ES: VILLAGE MAINT SHOP	440.52	1900088869
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE/KEYS/AUTO PARTS	SHERIFF ENFORCE-BHAM	159.14	1900088755
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAP BOOKS, BRIDGE POXY - HWY MAINT KETONA	R&T: HIGHWAY ENG & CONST	393.00	1900088796
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLUMBING PARTS, LIGHT BULBS, BUCKETS, TARP	ES: CAHABA RIVER WWTP	125.39	1900088743
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GLUE TRAPS;JIG SAW;WOOD CRAFTERS;SERVER;	ES: VILLAGE ELECTRICAL SHOP	464.78	1900088741
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAINING VIDEO	ES: VILLAGE CREEK WWTP	116.00	1900088790
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR LAB	ES: LEEDS WWTP	6.00	1900088792
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COAX;RATCHET:ANGLE;EYEWEAR;PARKING FEES;VALVE;CABL	ES: FIVE MILE MAINT SHOP	393.60	1900088936
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRASH GRABBERS - KETONA	R&T: HIWAY MAINT-KETONA	135.16	1900088986
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CABLE TIES, RATCHETS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	79.95	1900088746
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL;CLOCK;KIT;PACK TAPE;ELECTRICAL LICENSE;ADAPTR	ES: VILLAGE ELECT SHOP	386.02	1900088937
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAULK GUN, CDL LICENSE RENEWAL FEE	R&T: HIWAY MAINT-KETONA	114.75	1900088938
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - CAMP BESSEMER	R&T: HIWAY MAINT-BESS	80.00	1900088980
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COUPLING, SHIPPING OF CAMERA'S,ACCIDENT REPORT,SPE	ES: SHADES LINE MAINT	239.02	1900088831
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, HERBICIDE APPLICATOR FEE, CDL TEST FE	R&T: HIWAY MAINT-KETONA	234.65	1900088832
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, STAPLES, COUPLINGS, 7XL JACKET	ES: VILLAGE LINE MAINT	99.39	1900088789
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCRUB BROOM FOR ALUM FLOORS	ES: LEEDS WWTP	13.98	1900088793
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES AND LIDS FOR LAB	ES: CAHABA RIVER WWTP	50.79	1900088987
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES AND LIDS FOR LAB	ES: CAHABA RIVER WWTP	140.00	1900088988
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INV 31646	FINANCE SEWER SERVICES	150.80	1900089079
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INV 31655	FINANCE SEWER SERVICES	2,947.47	1900089080
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INV 31656	FINANCE SEWER SERVICES	1,212.20	1900089082
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INV 31658	FINANCE SEWER SERVICES	297.57	1900089084
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INV 31657	FINANCE SEWER SERVICES	1,591.43	1900089081
DISTRICT 3	1031673	ENERGY SMART NEW HOMES	REFUND SEWER IMPACT FEE	ES: SANITATION ADMIN	2,228.42	1900088669
DISTRICT 3	1032281	DANIEL BILES PE	RENEWAL FEE	COUNTY MANAGER	240.00	1900088981
*DISTRICT 3					14,341.47	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FOOD FOR EOC ACTIVATIONS & VEHICLE REPAIRS	EMA	425.87	1900088914
DISTRICT 4	1001598	THE BIRMINGHAM NEWS	2015 LEPC LEGAL AD ACCT#2001273	EMA	121.00	1900088459
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	14SMA - BIRMINGHAM	EMA	1,180.00	1900088798
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	14SMA - VESTAVIA, HOOVER, BIRMINGHAM, BESSEMER	EMA	1,180.00	1900088783
*DISTRICT 4					2,906.87	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DVI CABLE AND USB CABLE	INFO TECH: TECH SERVICES	32.96	1900088750
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT 69.96	REVENUE	69.96	1900088965
DISTRICT 5	1003283	FEDERAL EXPRESS	OVERNIGHT PACKAGE ACT#1323-3625-3	INFO TECH: SYS DEV & ADMIN	34.07	1900087651
*DISTRICT 5					136.99	
**					19,832.34	

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

Apr-9-2015-321

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

For Week of 3/10/15 - 3/16/15

- CORONER'S OFFICE & COOPER GREEN MERCY HEALTH SERVICES FROM LABSCO, LOUISVILLE, KY, TO AWARD BID FOR MEDICAL GLOVES GROUP C: ITEMS 1-4 FOR THE PERIOD OF 4/09/15 – 9/30/15. REFERENCE BID # 55-15
- CORONER'S OFFICE & COOPER GREEN MERCY HEALTH SERVICES FROM LABSOURCE (GLOVE PLANET) FROM NORTHLAKE, IL, TO AWARD BID FOR MEDICAL GLOVES GROUP B: ITEMS 1-4 FOR THE PERIOD OF 4/09/15 – 9/30/15. REFERENCE BID # 55-15
- CORONER'S OFFICE & COOPER GREEN MERCY HEALTH SERVICES FROM MEDLINE, MUNDELEIN, IL, TO AWARD BID FOR MEDICAL GLOVES GROUP A: ITEMS 1-4 (NITRILE & BEADED CUFF) FOR THE PERIOD OF 4/09/15 – 9/30/15. REFERENCE BID # 55-15
- BULK STORES & PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PAPER TOWELS, SHOP TOWELS AND TOILET PAPER FOR THE PERIOD OF 5/22/15 – 5/21/16. 2ND YEAR OF BID. REFERENCE BID # 73-14
- ROADS AND TRANSPORTATION DEPARTMENT FROM ADVANCED ASPHALT PRODUCTS LLC, JASPER, AL, CONTRACT RENEWAL FOR COLD MIX ASPHALT TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/15 – 3/31/16. 3RD YEAR OF BID. REFERENCE BID # 67-13
- ROADS AND TRANSPORTATION DEPARTMENT FROM APAC MID-SOUTH INCORPORATED, ATLANTA, GA, CONTRACT RENEWAL FOR ASPHALT PLANT MIX TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/15 – 3/31/16. 3RD YEAR OF BID. REFERENCE BID # 67-13
- ROADS AND TRANSPORTATION DEPARTMENT FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ASPHALT PLANT MIX TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 4/01/15 – 3/31/16. REFERENCE BID # 67-13

8. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM MOTION INDUSTRIES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT FOR INVOICES (AL01-174669 - \$58.59 DATED 1/22/15 AND AL01-174670 - \$8.49 DATED 1/22/15). SAP PURCHASE ORDER # 2000083660
CHANGE ORDER \$ 67.08 PURCHASE ORDER \$ 7,692.92 TOTAL
For Week of 3/17/15 - 3/23/15
1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, TO AWARD BID FOR OILS AND LUBRICANTS ON AS NEEDED BASIS FOR THE PERIOD OF 4/01/15 – 3/31/18.
REFERENCE BID # 62-15
2. GENERAL SERVICES AND COOPER GREEN MERCY HEALTH SERVICES FROM GENERAL MACHINERY, BIRMINGHAM, AL, TO AWARD BID FOR ELECTRICAL BREAKER TESTING AND INSPECTION FOR THE PERIOD OF 4/09/15 – 4/08/16. REFERENCE BID # 57-15
3. ROADS AND TRANSPORTATION FRO WADE SAND & GRAVEL, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE OF GRAVEL & RIP RAP FOR THE PERIOD OF 4/01/15 – 3/31/16. LAST YEAR OF BID.
REFERENCE BID # 95-13
4. COUNTY ATTORNEY'S OFFICE FROM WESTLAW GROUP, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ON-LINE LEGAL RESEARCH. SAP PURCHASE ORDER # 2000082644
CHANGE ORDER \$ 6,000.00 PURCHASE ORDER \$17,224.00 TOTAL
For Week of 3/24/15 - 3/30/15
1. GENERAL SERVICES FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, TO AWARD BID FOR PAINT AND RELATED ITEMS FOR THE PERIOD OF 4/01/15 – 3/31/18. REFERENCE BID # 61-15R
2. ENVIRONMENTAL SERVICES SEWERLINE MAINTENANCE FROM EJ USA INCORPORATED, EAST JORDAN, MI, TO AWARD BID FOR MANHOLE COVERS FOR THE PERIOD OF 4/09/15 – 3/08/18. REFERENCE BID # 68-15
3. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE AND INSTALLATION OF CONVECTION STEAMER PACA SCHOOLS FOR THE PERIOD OF 4/09/15 – 4/08/16. REFERENCE BID # 76-15
4. YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM REGIONAL PRODUCE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FRESH PRODUCE FOR THE PERIOD OF 5/23/15 – 5/22/16. 1ST RENEWAL. REFERENCE BID # 68-14
5. YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TRI-DIM FILTER, LOUSA, VA, CONTRACT RENEWAL FOR AIR FILTERS FOR THE PERIOD OF 7/10/15 – 7/09/16. 1ST RENEWAL.
REFERENCE BID #106-14
6. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR NEWSPAPER ADVERTISING. SAP PURCHASE ORDER # 2000083477
CHANGE ORDER \$ 5,000.00 PURCHASE ORDER \$ 9,500.00 TOTAL

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

Apr-9-2015-322

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 3/10/15 - 3/16/15, 3/17/15 - 3/23/15 and 3/24/15 - 3/30/15, BE AND HEREBY IS APPROVED.

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

Apr-9-2015-323

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE

PURCHASING DIVISION FOR THE WEEK OF 3/10/15 - 3/16/15, 3/17/15 - 3/23/15 and 3/24/15 - 3/30/15, BE AND HEREBY IS APPROVED.

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

Apr-9-2015-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date February 23, 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.

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

Felicia Smith	\$1,052.16
Lynn Smith	\$1,121.76
US Department of HUD Federal Labor Standards Atlanta, GA – April 27 – May 1, 2015	

County Attorney

Shawwna Smith	\$ 379.00
Brent Grainger	\$ 379.00
CLE Seminar Orange Beach, AL – May 7-9, 2015	

Environmental Services

Matthew Alpaugh	\$1,163.03
David Willoughby	\$1,107.28
Gary Nelson	\$1,097.57
Alabama Water Environment Association's Conference Orange Beach, AL – April 12-15, 2015	

Family Court

Hilda Handley, Beth Cardwell, Susan Moon, Ken McMullen, Dan Sudd, Rebekah Pearson, Damian Hillary and Carrie Hill Alabama Gang Investigators Conference Pelham, AL – April 27-28, 2015	\$480.00
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Susan Moon, Ken McMullen and Cherie Foster Breaking the Cycle of Abuse Hamilton, AL –April 10, 2015	\$60.00
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Individual Staff Development

Commission - District 2

Sandra Little Brown ACCA Board Meeting Orange Beach, AL – May 12-15, 2015	\$1,039.22
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Commission - District 4

Joe Knight Two Intensive Economic Development Training Courses Auburn, AL – July 6-9 and September 14-16, 2015	\$1,512.19
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Community and Economic Development

LaWanza Webb NAWDP Annual Conference Las Vegas, NV – May 3-7, 2015	(grant funds) \$2,065.60
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Information Technology

Charles Elliott	\$1,184.21
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Administering Cisco Unified Contact Center Enterprise Atlanta, GA – May 3-8, 2015		
Revenue		
Eddie Woodis		\$1,290.50
Tax Audit Atlanta, GA – May 17-22, 2015		
Tanjawania Hurst		\$150.00
ALTIST 2015 Annual CRE Update Hoover, AL – June 5, 2015		
Tanjawania Hurst		\$150.00
Special Issues for Sales and Use Tax Examination Hoover, AL – April 17, 2015		
Edgar Woodis		\$2,909.64
Tax Audit Jackson, MS; New Orleans, LA – June 14-26, 2015		
Charles Bell		\$75.00
CRE Special Topics Hoover, AL – May 1, 2015		
Charles Bell		\$250.00
Examination Tools and Techniques Hoover, AL – May 20-22, 2015		
Charles Bell		\$150.00
Sales and Use Tax Hoover, AL – July 17, 2015		
Wes Stoudenmire		\$250.00
CROAA Certification Class Hoover, AL - May 20-22, 2015		
Roads and Transportation		
Tracy Pate		\$675.90
2014 ACEA Annual Conference Orange Beach, AL - May 12-14, 2015		
Tax Collector - Bessemer		
Grover Dunn		\$877.34
AATA Summer Conference Planning Committee Orange Beach, AL – April 9-12, 2015		
For Information Only		
Emergency Management Agency		
Annette Davis		\$1,123.37
Fundamentals of Grant Management Emmitsburg, MD – April 6-10, 2015		
Bob Ammons		\$718.34
Interagency Logistics Frederick, MD – April 12-17, 2015		
Personnel Board		
Terria McDonald		\$568.17
Auburn Career Expo Auburn, AL – April 7-8, 2015		
Terria McDonald		\$50.00
Career and Technical Workforce Expo Sumiton, AL – March 12, 2015		
Sheriff's Office		
Mark Bassett		\$175.00
Vince Gilham		\$100.00
Lisa Bartels		\$175.00
Carl Benefield		\$175.00
Michael Lewis		\$175.00
Course for Traffic Investigators Fultondale, AL – March 23-24, 2015		
William Powell		\$2,648.00
Timothy Pugh		\$2,648.00
Law Enforcement Driver Instructor Training Program		

Glynco, GA – June 7-19, 2015

Jeff Mulkin	\$150.00
Angela Clayton	\$150.00
Wanda Miller	\$150.00
2015 Basic Chaplains Academy Columbiana, AL – April 27-29, 2015	
Justin Tinker	\$157.50
Jonathan Craton	\$157.50
Basic Narcotics Meridian, MS – April 26, 2015	
Justin Tinker	\$157.50
Jonathan Craton	\$157.50
Interview and Interrogation Meridian, MS – June 21-26, 2015	
Carl Benefield	\$825.00
Online Advanced Traffic Crash Investigation April 1 – June 1, 2015 varied times	
Brad Dickey	\$609.81
31 st International Symposium on Child Abuse Huntsville, AL – March 23-26, 2015	
Lawanda Bonner	\$678.23
Nuts and Bolts of Recruiting for Law Enforcement Murfreesboro, TN – April 6-9, 2015	
Dawn Hadaway	\$879.25
FTO Training Florence, AL – May 17-22, 2015	
Robert Hill	\$309.51
Officer Responsibility Offender Supervision Montgomery, AL – February 28-19, 2015	
Jeremy Barbin	\$295.00
Five Stages of Interviewing and Interrogation Techniques Birmingham, AL – April 13-15, 2015	

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

BUDGET TRANSACTIONS

1. Emergency Management Agency \$57.80
Increase revenue and expenditures to record a settlement in which the Federal Trade Commission brought a lawsuit against INC21.com for placing bogus phone charges on customer bills for internet related charges they never agreed to buy.
2. Emergency Management Agency \$14,723
Increase EMA’s budget in order to initiate the Purchase Order to pay for the Tannehill State Park Community Storm Shelter/Safe Room

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

Apr-9-2015-325

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 LaSalle Systems Leasing, Inc. to provide Cisco network equipment and software maintenance for the period February 5, 2015 - February 4, 2016 in an amount not to exceed \$175,000.

CONTRACT NO.: 00004999

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of February 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and LaSalle Systems Leasing, Inc., hereinafter referred to as the "Contractor" to provide Cisco Smart Net 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. 00004999. The original contract between the parties referenced above, was approved by the Commission on May 16, 2013, MB 165, Pages 23- 24; Contract Amendment I was approved February 13, 2014, MB 166, Page 77.

AMEND TERMS OF AGREEMENT AS FOLLOWS: Each hardware/product shall include the corresponding service coverage. The service coverage shall also include both hardware replacements and updates as well as software updates. This includes "Cisco Software Support Services (SWSS), Cisco UC Essential Operate Service (ESW) and Cisco UC Software Subscription Service.

AUTHORIZATION TO PERFORM WORK: 2/OS/2015to 02/04/2016

Compensation: Contractor shall be paid a sum not to exceed \$ 175,000.00

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

JEFFERSON COUNTY COMMISSION

LaSalle System Leasing, 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.

Apr-9-2015-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Work Order Agreement for Services between Jefferson County, Alabama and Unisys Corporation to provide services for the upgrade of the MCP operating system for the Unisys mainframe systems in the amount of \$14,400.

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

Apr-9-2015-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from February 25, 14 to October 1, 2014, and the amount of pension contributions due Geoffrey L. Parker is \$1,908.80 plus the County matching contributions of \$1,908.80 for a total of \$3,596.24.

Malinda Stubbs Parker, Tax Collector was granted a military leave of absence from March 28, 2014 to February 16, 2105, and the amount of pension contributions due Malinda Stubbs Parker is \$3,563.75 plus the County matching contributions of \$3,563.75 for a total of \$7,127.50.

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

Apr-9-2015-328

WHEREAS, The Jefferson County Commission (the "Commission") currently provides group health, physician, major medical, and prescription drug benefits to certain eligible retirees and their eligible family members under the Jefferson County Group Health Care Plan

(the "Health Plan"); and

WHEREAS, Health Plan coverage is currently provided to certain retirees ("Pension Retirees") under the General Retirement System for Employees of Jefferson County ("Pension Plan") and to eligible dependents of such individuals; and

WHEREAS, Gail Linnett Carter ("Ms. Carter") has been employed by the Jefferson County Commission since June 30, 1975; and

WHEREAS, Ms. Carter's position was not eligible for the Pension Plan at the time of her hire and she later declined to join the Pension Plan when her position was changed to classified in February, 1977; and

WHEREAS, Ms. Carter separated from employment with the Commission on March 16, 2015 ("Separation Date"); and

WHEREAS, Ms. Carter was covered under the Health Plan on the Separation Date and the Commission desires to offer continuation coverage under the Health Plan to Ms. Carter from the Separation Date until September 30, 2015 (the "Continuation Coverage") as if Ms. Carter were a Pension Retiree who had retired under the Pension Plan on the day after the Separation Date; provided that the Commission shall retain authority to eliminate or amend the Health Plan, including the Continuation Coverage, at any time for any reason.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that Ms. Carter shall have the right to the Continuation Coverage on the same terms and conditions applicable to a Pension Retiree, such Continuation Coverage to be administered in accordance with the operative terms and provisions of the Plan Booklet described in the Resolution approved on August 28, 2014 (Minute Book 166, pages 579-582) ("Health Plan Resolution"), and as further described in Paragraphs 1-9 below.

1. Health Plan Contributions. Ms. Carter's Health Plan contributions for the Continuation Coverage shall be determined on a monthly basis and shall be calculated using the rate table used to calculate premiums for Pension Retirees. For purposes of applying the rate tables, Ms. Carter shall be deemed to have more than thirty (30) years of service. If Ms. Carter shall be now or later become eligible for Medicare enrollment, the Continuation Coverage shall terminate; provided that Ms. Carter shall thereafter be treated as an Eligible Employee (as such term is used in Paragraph 5 of the Health Plan Resolution) in order to allow individuals who satisfy the requirements under the Health Plan to be eligible dependents ("Eligible Dependents") to continue participation in the Health Plan; and provided further that if Ms. Carter shall be treated as an Eligible Employee for this purpose, (i) the single coverage contribution amount shall apply when one Eligible Dependent is covered; and (ii) the family coverage contribution amount shall apply when more than one Eligible Dependent is covered. The Continuation Coverage contributions (including contributions for Eligible Dependents) shall be paid in accordance with the attached Health Plan Payment Agreement (Exhibit 1 hereto) ("Payment Agreement").

2. Ms. Carter's Continuation Coverage. Ms. Carter shall be eligible for the Continuation Coverage subject to her timely completion of any enrollment or application forms required by the Jefferson County Human Resources Department Director ("Director"). Subject to the operative terms and provisions of the Health Plan, the Continuation Coverage shall continue until the earliest of:

(i) Ms. Carter's attainment of age sixty-five (65);

(ii) Ms. Carter being or becoming eligible for Medicare;

(iii) Ms. Carter's failure to pay in a timely fashion the full amount of required contributions in accordance with the Payment Agreement;

(iv) Ms. Carter's voluntary election to cease coverage under the Health Plan; or

(v) any other event which would result in the termination of coverage as set forth in the terms and provisions of the Health Plan.

3. Ms. Carter's Eligible Dependent Coverage. Ms. Carter may enroll her Eligible Dependents in the same manner as described for Pension Retirees in Paragraph 4 of the Health Plan Resolution; provided that coverage of Ms. Carter's Eligible Dependents shall be subject to the same limitations, eligibility provisions and termination of coverage provisions set forth for an Eligible Dependent of a Pension Retiree in said Paragraph 4 of the Health Plan Resolution.

4. Eligible Retiree's Medicare Eligibility. If Ms. Carter shall be or become eligible for Medicare, the Continuation Coverage shall terminate; provided, however if she shall have Eligible Dependents at such time, Ms. Carter shall be treated as an Eligible Employee (as such term is used in Paragraph 5 of the Health Plan Resolution) solely for the purposes of Health Plan enrollment of her Eligible Dependents.

5. Eligible Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Health Plan enrollment as an Eligible Dependent shall be ineligible for Health Plan enrollment; and (ii) the Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment, provided that an Eligible Dependent shall adhere to the notification procedures described in Paragraph 6 of the Health Plan Resolution with respect to his or her eligibility date for Medicare enrollment and shall provide such information and documentation as is requested regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). An Eligible Dependent's failure to timely respond to a Medicare Information Request shall have the consequences described in Paragraph 6 of the Health Plan Resolution, subject to the reinstatement procedures also described therein.

6. COBRA Coverage. Following the termination of the Health Plan coverage of Ms. Carter or an Eligible Dependent, Ms. Carter or her Eligible Dependent shall not thereafter be eligible to re-enroll in Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.

7. Current Mailing Address. Ms. Carter shall be responsible for at all times maintaining on file with the Director her own current mailing address and the current mailing address of each of her covered dependents.

8. 2014-2015 Plan Year. This Resolution is limited to authorizing coverage under the Health Plan only through September 30, 2015, therefore, further Commission action shall be required to extend the Continuation Coverage beyond September 30, 2015.

9. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

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

Apr-9-2015-329

WHEREAS, the Jefferson County Commission, by this Resolution wishes to honor one of our most beloved citizens and civic leaders, William M. (Bill) Voigt, to celebrate and memorialize his life; and

WHEREAS, William M. (Bill) Voigt was loving husband, father and grandfather. He and his wife Linda have two children, David and Diane Voigt Watkins and three grandchildren, Daniel Voigt, Katie Watkins and Kendal Watkins; and

WHEREAS, William M.(Bill) Voigt graduated from Auburn University with a Bachelor of Science in Business Administration and a Master of Business Administration from the University of Alabama at Birmingham; and

WHEREAS, William M. (Bill) Voigt, through his life example, exemplified integrity, community service, professional excellence and a total dedication to nonprofit and service organizations; and

WHEREAS, William M. (Bill) Voigt served his country with thirty years in the Alabama National Guard and another five years of service with the U.S. Air Force Reserve retiring as a Colonel. For over twenty years, he served as President of the National Veterans Day organization, putting on the largest Veterans Day celebration in the United States; and

WHEREAS, William M. (Bill) Voigt served as Executive Director of the Jefferson County Office of Senior Citizens Services, National President of the American Lung Association, President of United Cerebral Palsy of Alabama, President of Positive Maturity, and President of the Air Force Association of Alabama, just name a few organization in which he was involved.

WHEREAS, William M. (Bill) Voigt was a member of Liberty Park Baptist Church, where he served as Church Clerk, a Deacon, taught Sunday School, and sang in the Choir.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION does recognize and remember the many accomplishments and contributions of this true American.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 9th day of April, 2015.

James A. Stephens, President

Sandra Little Brown, President Pro Tempore

George W. Bowman, Commissioner

David Carrington, Commissioner

T. Joe Knight, Commissioner

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, April 23, 2015.

President

ATTEST

Minute Clerk