

STATE OF ALABAMA)  
JEFFERSON COUNTY) March 21, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 1:55 P.M., James A. Stephens, President, presiding and the following members present:

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

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Commission President Jimmie Stephens stated the purpose of the meeting is for the Commission to vote to go into Executive Session under Alabama Code Section §36-25A-7 (a) (3) to discuss with its attorneys the legal ramifications of and legal options for pending litigation and controversies likely to be litigated and §36-25A-7 (a) (6) to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, for the Commission to move into Executive Session for a period of approximately one hour for discussion with no action to be taken. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:00 P.M. Thursday, March 23, 2017.

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STATE OF ALABAMA)  
JEFFERSON COUNTY) March 23, 2017

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 1:06 P.M., James A. Stephens, President, presiding and the following members present:

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

Invocation was led by Commissioner George Bowman and the Pledge of Allegiance led by Deputy County Attorney, Shawna Smith.

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The Commission met in Work Session on Tuesday, March 21, 2017, and moved for approval the following Committee items be placed on the March 23, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1-5 and one additional item added in Committee.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-14.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-15 and two additional items added in Committee.

Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had item 1-44 and two additional items added in Committee.

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-6.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman, that the Minutes of March 9, 2017, be accepted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that Commission Agenda Resolutions 1 through 36, be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

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MAR-23-2017-179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Brookwood, BBH, BMC, LLC., d/b/a Brookwood Medical Center and BBH PBMC LLC., d/b/a Princeton Baptist Medical Center in the amount of \$1,500,000.00.

2016 PREFERRED PROVIDER AGREEMENT  
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between Brookwood BBH, BMC LLC., d/b/a Brookwood Medical Center and Princeton BBH PBMC LLC., d/b/a Princeton Baptist Medical Center, an Alabama for-profit corporation ("Hospital") and THE JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Mercy Health Services ("County")

I. RECITALS

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

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

- 2.1 Covered Services means all health care services provided to Beneficiaries by Hospital. Hospital will not be required to provide services to any Beneficiary (a) that are not offered generally by Hospital or (b) if Hospital's capacity to offer such Covered Services is limited, as determined by Hospital.
- 2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Hospital with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1st and 15th day of every month to BBH in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make

its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospital. Hospital shall submit such invoices no less frequently than monthly. County agrees to pay interest on any amounts not paid when due at the rate of 1% per month. In the event that the payments are not received within 15 days of due date, BBH will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Hospital Services. Reimbursement for Covered Services will be due to Hospital in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect at the time that such Covered Service is rendered. The parties acknowledge and understand that the prevailing Medicare base rate will be multiplied by specific DRG weighting as established by CMS to determine actual reimbursement due to Hospital for inpatient services. The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by the specific APC weighting as established by CMS to determine the actual reimbursement due to Hospital for outpatient services. The bundling and grouping provisions of the CMS outpatient prospective payment system will be followed by the parties. The parties further agree that the rates. Payable under this contract are not subject to any payment adjustment required by the federal sequestration. The parties further agree that the maximum annual amount payable to Hospital for services rendered during the contract term is \$1,500,000.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, Hospital shall allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement, but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. Hospital shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries under this Agreement or investigating Beneficiary complaints. Upon request, Hospital shall assist in any such audit or review. If BBH and/or Hospital carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, BBH shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to BBH and Hospital policies and procedures related to access to Medical records and that County shall reimburse Hospital for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Hospital for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospital agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Hospital may cancel such appointments at their discretion. Notwithstanding the foregoing if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a Hospital emergency department or if a Hospital renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Authorizations shall be communicated via e-mail or fax in a timely manner. The Service Authorization Form with unique treatment authorization

Control Number from County to Hospital shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that Beneficiary shall be permitted to receive at least one post-discharge visit with physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if Hospital does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Hospital. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

### III. TERM AND TERMINATION

3.1 This agreement is effective for the twenty-four (24) month period beginning October 1, 2016 and ending September 30, 2018.

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

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

### IV. RESPONSIBILITIES OF BBH AND HOSPITAL

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

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

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

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

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

4.6 Upon written request and subject to any required patient consent, Hospital agree to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such

records under HIPAA, subject to prepayment of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

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

#### V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospital for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII and subject to the payment cap in Section 2.4.

5.2 County agrees to guarantee payment to Hospital for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospital can show that, at the time the patient was treated, either (a) Hospital took reasonable steps to comply with the requirements of section 2.6 of this Agreement or (b) the Beneficiaries presented to a Hospital emergency department.

5.3 County agrees to enter a contract with Baptist Physician Alliance, LLC to ensure that the Covered Services can be provided to the Beneficiaries.

#### VI. MARKETING, ADVERTISING AND PUBLICITY

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

#### VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospital based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. All claims will be submitted by Hospital will comply with the HIPAA Security Rule.

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

7.3 County shall not retroactively deny adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claims for the same Covered Service.

#### VIII. LIABILITY AND INSURANCE

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

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

#### IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement contains the entire Agreement between County and BBH. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and BBH. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

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

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

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

To County:

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

To BBH:

Brookwood Baptist Health  
Attn: Managed Care  
3200 Windy Hill Rd  
Suite 900W  
Atlanta, GA 30339

AND

Brookwood Baptist Health  
Attn: Managed Care  
1130 22nd St.  
Suite 1000  
Birmingham, AL 35205

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and BBH. The County and BBH each represents and warrants to the other that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

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

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by BBH or County as reasonably required for compliance

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

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

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

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

Brookwood Baptist Health  
Jeffrey Bross, AVP Managed Care  
3/3/2017

Jefferson County Commission  
James A. Stephens, President  
3/23/2017

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

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MAR-23-2017-180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Brookwood Baptist Physician Alliance, LLC., an Alabama limited liability company ("BBPA") in the amount of \$500,000.00.

2016 PREFERRED PROVIDER AGREEMENT - PHYSICIANS  
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between BROOKWOOD BAPTIST PHYSICIAN ALLIANCE, LLC, an Alabama limited liability company ("BBPA") and THE JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Mercy Health Services (County).

## I. RECITALS

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

1.2 BBPA is duly licensed by the State of Alabama and provides physician services through its network of physicians ("Physicians") in the Greater Birmingham, Alabama Area.

1.3 County desires to contract with BBPA in order to provide services through its Physicians to County's Beneficiaries in a cost-effective manner.

## II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means all physician health care services provided to Beneficiaries by Physicians. BBPA will not be required to provide services to any Beneficiary (a) that are not offered generally by Physicians or (b) if BBPA's or Physicians' capacity to offer such Covered Services is limited, as determined by BBPA.

2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish BBPA and Physicians with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1st and 15th day of every month to BBPA and Physicians in electronic format. The list shall include first, middle and last names, address, and date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Physicians. BBPA shall cause Physicians to submit such invoices no less frequently than monthly. County agrees to pay interest on any amounts not paid when due at the rate of 1% per month. In the event that if the payments are not received within 15 days of due date, BBPA will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Physician Services. Reimbursement for Covered Services will be due to Physicians in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect at the time that such Covered Service is rendered. Billing will be done in accordance with Medicare rules. The parties further agree that the rates payable under this contract are not subject to any payment adjustment required by the federal sequestration. The parties further agree that the maximum annual amount payable to BBPA for physician services during the contract term is \$500,000.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, BBPA shall cause Physicians to allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. BBPA shall cause Physicians also to make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries under this Agreement or investigating Beneficiary complaints. Upon request, BBPA shall cause Physicians to assist in any such audit or review. If BBPA and/or Physicians carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, BBPA shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to BBPA and Physician policies and procedures related to access to Medical records and that County shall



reimburse Physicians for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Physician for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. BBPA shall cause Physicians to agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Physicians may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a hospital emergency department or if a Physician renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Authorizations shall be communicated via e-mail or fax in a timely manner. Physicians may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Physicians shall include the Beneficiary demographics, including but not limited to the patients full name, Date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to the County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that Beneficiary shall be permitted to receive at least one post-discharge visit with Physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if the Physician does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Physician. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

### III. TERM AND TERMINATION.

3.1 This agreement is effective for the twenty-four (24) month period beginning October 1, 2016 and ending September 30, 2018.

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

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

### IV. RESPONSIBILITIES OF BBPA AND PHYSICIANS

4.1 BBPA shall cause Physicians to provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. BBPA shall assure County that Physicians shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 BBPA represents to County that at the time this Agreement is entered into, Physicians possess all licenses required by law to practice as a physician in the State of Alabama; and that Physicians have been certified as meeting the Physician Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended). BBPA shall cause Physicians to maintain in good standing all

such licenses and certifications during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to BBPA if Physicians fail to do so.

4.3 BBPA agrees to update and submit to County, upon request, a roster of active participating Physicians.

4.4 BBPA agrees that, upon termination of this Agreement for any reason, it shall cause Physicians to continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the hospital and County shall pay for such services in accordance with the terms of this Agreement.

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

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

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

#### V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Physicians for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII and subject to the payment cap in Section 2.4.

5.2 County agrees to guarantee payment to Physicians for all Covered Services provided to Beneficiaries that were not authorized by County, if Physicians can show that, at the time the patient was treated, either (a) Physicians took reasonable steps to comply with the requirements of section 2.6 of this Agreement or (b) the Beneficiaries presented to a hospital emergency department and Physician provided emergency care to the Beneficiary.

5.3 County agrees to enter into a contract with Baptist Health System to ensure that Covered Services can be provided to the Beneficiaries by Physicians.

#### VI. MARKETING, ADVERTISING AND PUBLICITY

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

#### VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Physicians based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. BBPA will cause all claims submitted by Physicians to comply with the HIP AA Security Rule.

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

7.3 County shall not retroactively deny, adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claim1s for the same Covered Service.

#### VIII. LIABILITY AND INSURANCE

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

8.2 BBPA shall cause each Physician at its sole expense, to maintain professional liability insurance in an amount not less than \$1,000,000/\$3,000,000 during the term of this Agreement. County at its sole expense agrees to maintain adequate insurance, or, in lieu of purchasing such coverage, County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure their employees against any event or loss which may impair the ability of County to fulfill its obligations as outlined in this Agreement.

#### IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement I contains the entire Agreement between County and BBPA It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and BBPA. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

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

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

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

To County;

Walter Jackson, Deputy County Manager

Jefferson County

716 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

To BBPA:

Scott Fenn, President

Brookwood Baptist  
Physician Alliance  
1130 Twenty Second Street South  
Suite 1000  
Birmingham, AL 35205

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and BBPA. The County and BBPA each represents and warrants to the other that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

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

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

9.9 Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of this 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.

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

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

Brookwood Baptist Physician Alliance, LLC.

Scott Fenn, President

1/13/17

Jefferson County Commission

James A. Stephens, President

3/23/17

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

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MAR-23-2017-181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Beckman Coulter, Inc. in the amount of \$37,064.00.

SERVICE AGREEMENT

### STANDARD SERVICE TERMS AND CONDITIONS

**PAYMENT:** Payment shall be made by "Customer" (meaning the person or entity identified on the face of this Agreement) to Beckman Coulter, Inc. ("SCI") within thirty (30) days of the date of invoice unless otherwise specified on the invoice. Charges for services not covered by this Agreement will be invoiced separately at the time of occurrence and at the prevailing rates for travel, expenses, parts, and labor.

**TERMS AND TERMINATIONS:** Once accepted by SCI ("Acceptance Date"), this Agreement shall remain in force for the period recorded on the face hereof. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Any service performed prior to the Acceptance Date of this Agreement or performed subsequent to the expiration or termination of this Agreement will be billed at the then current time and materials rate.

**PRORATION SCHEDULE:** Fifteen percent (15%) of the annual agreement price for each month or part of a month the Agreement is in force or the actual services rendered, whichever is higher, will be retained by SCI in case this Agreement is cancelled prior to its expiration date; any balance will be returned to the customer. On an IBA, pro-ration is based on actual services rendered at list price. If PM is completed a minimum of 50% will be retained.

**EQUIPMENT AVAILABILITY:** Customer agrees to make the instruments covered under the Agreement available for servicing at the time of each scheduled preventive maintenance or emergency service call. The SCI Service Representative will contact Customer to set a mutually agreeable date and time, for each service visit.

**COSTS INCLUDED:** The prices in this Agreement include the cost of labor, travel, and parts, provided that the service is performed during the hours covered in the service plan purchased, e.g., Business Hours Service plan. All on-site service, regardless of the service plan purchased, is provided during regular business hours, unless otherwise agreed by SCI and subject to availability of SCI service personnel. In order to obtain on-site service on the same day as requested, subject to availability of BCI service personnel, customer must submit its request for service before 3 p.m. local time. All on-site service requests submitted after 3 p.m. local time will require a purchase order from customer unless Total 24x7 Service plan is purchased.

**EXCLUDED SERVICES:** SCI shall not be obligated to provide services under this Agreement for:

- A. Damage to instruments resulting from (i) fire, explosion, flood, or the use of contaminated fluids or chemicals not intended for use in the covered instrument, (ii) Customer's misuse or abuse of such instrument(s), or (iii) the use of parts, supply items, accessories, reagents, or unauthorized modifications not manufactured or sold by SCI, or (iv) repair by persons other than personnel authorized by SCI, unless such repair by others is made with the written consent of SCI, or (v) environmental conditions outside the instrument's operating range, such as temperature, humidity, space, and electrical supply.
- B. The moving, decontamination, de-install or re-install of covered instrument(s).
- C. Uninterruptible power systems or line conditioners.
- D. Laboratory Information Systems ("LIS") consultation or troubleshooting. Such LIS service may be provided for a flat fee; or
- E. National Holidays, unless a Total 24x7 Service plan is purchased.

**WARRANTY:** SCI warrants that the services to be performed hereunder shall conform to BCI's standards and that the parts supplied hereunder shall conform to BCI's specifications. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR

OTHERWISE AND IS THE ONLY WARRANTY GIVEN BY SCI. Customer agrees that there are no undertakings, agreements, or representations expressed or implied, not specified in this Agreement and this instrument contains the entire agreement between the parties. BCI's sole liability under the foregoing warranty is to re-service the instrument(s) and/or repair or replace the defective part or, at BCI's option, return of the sum paid for such services.

INDEMNITY AND WAIVER: SCI agrees to indemnify and save harmless the Customer from and against any and all claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of BCI, its agents or employees while on the premises of the Customer and arising out of services provided herein. Customer expressly waives any and all claims against SCI (regardless of cause) for all loss or damage resulting from any peril customarily insured under primary and extended coverage insurance policies and for all consequential damages due to loss of profit, loss of goodwill or interruption and/or loss of business or any other cause whatever.

CAUSES BEYOND CONTROL: SCI is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control.

WORKER'S COMPENSATIONS: BCI agrees to maintain Workers Compensation insurance as may be required by law covering its employees who perform the services.

GOVERNING LAW: This Agreement is entered into and shall be governed and construed by the laws of The State of California, without reference to the conflicts of law provisions.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; however, the customer may not assign any part of this Agreement without the express written consent of SCI.

COUNTERPARTS: This Agreement may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement.

OWNERSHIP OF PARTS: All parts, for which SCI has supplied a replacement, shall become the property of SCI.

PRO-Service: Service probes remain the property of SCI. SCI may, at its sole discretion, change the features and services of PRO-Service at any time. Customer is responsible for providing network connection to access the Internet and maintaining responsibility for Internet service and security.

Cooper Green Hospital

James A. Stephens, President

Jefferson County Commission

Beckman Coulter Representative

Brunilda Hernandez

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

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MAR-23-2017-182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Jefferson Blount St. Clair Mental Health Authority (Tenant) to pay revenue to the County for office space located at Cooper Green Mercy Health Services, in the amount of \$11,760.00, annually.

STATE OF ALABAMA)

JBS Mental Health  
AMENDMENT TO LEASE

This is Amendment II to the lease agreement by and between Jefferson County Commission, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (hereinafter referred to as "COUNTY") and Jefferson Blount St. Clair Mental Health Authority (hereinafter "TENANT"), to pay \$980/month over 12 months to rent from County approximately 940 sq. feet of office space located on the fifth floor of Cooper Green Mercy Health Services. The Amendment is hereby effective as follows:

WITNESSETH:

WHEREAS, the County desires to amend the lease; and

WHEREAS, the Tenant wishes to amend the lease.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:  
Amendment I lease agreement between the parties which was approved by the Jefferson County Commission on March 3, 2016, and recorded in Minute Book 169; Page(s) 341, is hereby amended as follows:

Extend the completed date of this lease agreement from February 28, 2017 to February 28, 2018.

All other terms and conditions of the original lease agreement remain the same.

LANDLORD:

JEFFERSON COUNTY COMMISSION  
James A. "Jimmie" Stephens  
Commission President

TENANT:

JEFFERSON BLOUNT ST. CLAIR MENTAL HEALTH AUTHORITY  
Richard Craig, Ph.D., Executive Director  
JBS Mental Health Authority

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

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MAR-23-2017-183

Be it resolved by the Jefferson County Commission that the Commission does hereby accept the Jefferson County Coroner/Medical Examiner Commission's recommendation of Brandi C. McCleskey, M.D. to provide the services of a fulltime Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this 23rd day of March, Two, Thousand and Seventeen.

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

#### JEFFERSON COUNTY CORONER/MEDICAL EXAMINER RESOLUTION

Whereas, the Jefferson County Coroner/Medical Examiner Commission has reviewed the responsibilities and functions of the Jefferson County Coroner/Medical Examiner's Office established by Act 79-454 passed by the Alabama State Legislature; and

Whereas, Act 79-454 Section 6(a), requires the Coroner/Medical Examiner Commission to consult with the county governing body on the selection, appointment, and retention of the Coroner/Medical Examiner, and such Associate Coroner/Medical Examiners as may be necessary and appropriate to appoint; and

Whereas, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission by Act 79-454 be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with the Department of Pathology, University of Alabama at Birmingham; and

Whereas, Gregory G. Davis, M.D., Chief Coroner/Medical Examiner for the Jefferson County Coroner/Medical Examiner Office; and, Professor and Division Director, Department Of Pathology, Forensics Division, University of Alabama at Birmingham, in accordance with all UAB faculty recruitment policies and procedures, have identified a potential candidate for the vacant position of Associate Coroner/Medical Examiner; and

Whereas, Brandi C. McCleskey, M.D. is licensed to practice medicine and is recognized and trained in forensic medicine and pathology; and

Now, therefore, be it resolved that all attending members of the Jefferson County Coroner Medical Examiner's Commission meeting do unanimously agree and support the recommendation of Brandi McCleskey, M.D. for the anticipated appointment for Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Coroner/Medical Examiner Commission in Birmingham, Alabama on this 28th day of February, Two Thousand and Seventeen.

William Counce, Ph.D., Chairperson,  
Jefferson County Coroner/Medical Examiner Commission and  
Alabama Board of Funeral Service Representative

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



MAR-23-2017-184

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Conciliation Agreement entered into between the Jefferson County Commission and the U. S. Department of Labor on October 6, 2016, the Finance Director is hereby directed to issue a check for \$7,200.00 made payable to April H. Collins and a check for \$400.00 made payable to Ericka Johnson.

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

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MAR-23-2017-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of an agreement between the Personnel Board of Jefferson County, Alabama and Birmingham Barons, LLC. for advertising and name recognition, in the amount of \$27,000.00. The Three Member Board approved this contract on February 14, 2017.

#### CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT ("Contract"), entered into on this the 14th day of February, 2017, by and between the Personnel Board of Jefferson County, Alabama, a public corporation created by Ala. Act No. 1945-248, as amended, (hereinafter referred to as "the Board"), and Birmingham Barons, LLC, (hereinafter referred to as "Contractor"),

#### WITNESSETH

WHEREAS, the Board desires to have certain consulting and other personal services requiring the exercise of individual professional judgment provided by Contractor;

WHEREAS, the Contractor desires to furnish such services to the Board, for the time period and scope of activities hereinafter set forth;

WHEREAS, the term "Contractor," as used in this Contract, shall also include the employees, agents, and subcontractors of Contractor; and

WHEREAS, the term "Board," as used in this Contract, shall refer to the Personnel Board of Jefferson County, and shall include the three-member Board and its various employees in their official capacities, as indicated by the context;

NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

1. Description of Services to be Performed  
Birmingham Barons, LLC will provide the following:
  - One (1) 7' x 20' outfield fence sign

- Front Inside Cover of 2017 souvenir yearbook full page color advertisement
- One (1):30 Radio Commercial for 140 games (each broadcast home and away games)
- Sponsor Emergency Responders Night (Friday, May 19, 2017)
  - Recognition at first pitch
  - Recognition of first responders during pre-game ceremony
  - Video and PA recognition during game
  - Opportunity to provide information or items to guests as they enter
  - Marketing tables on concourse during the game
  - One half inning on air with radio play by play announcer to promote brand
- Web Link on Barons.com

Contractor agrees to perform the work under this Contract in a diligent, competent, and workmanlike manner, and in a manner consistent with prevailing standards of professionalism.

## 2. Pricing & and Terms of Payment

In exchange for the services performed by Contractor under this Contract, the Board agrees to pay Contractor at the following rates:

\$15,000 one (1) 7' x 20' outfield fence sign

\$4,000 Front inside Cover of 2017 souvenir yearbook

\$2,000 one (1):30 Radio Commercial (each broadcast home and away games)

\$5,000 Sponsor Emergency Responders Night (Friday, May 19, 2017)

\$1,000 Web Link on Barons.com

Total cost not to exceed \$27,000

At the conclusion of the performance of all services provided for under this Contract, Contractor shall submit a true and correct statement of the services provided, and the fees due under this Contract. Contractor agrees to accept payment within forty-five (45) days after submission of the true and correct statement of services.

## 3. Reimbursable Expenses

Contractor shall not be entitled to reimbursement for general overhead or travel expenses under this Contract unless pre-approved by the Board.

## 4. Term and Duration of Contract

This Contract shall commence on April 12, 2017, and shall automatically terminate on August 30, 2017, unless extended by mutual consent of the parties.

## 5. Modifications

This written instrument contains the entire agreement between the parties, and no alterations, changes or additions hereto can be made except in writing approved and signed by both parties. All previous discussions and understandings of the parties are hereby wholly merged into, and superseded by, this written instrument. Both the Board and the Contractor affirm and agree that no express, implied, written or oral representations, understandings, or commitments have been made or relied upon except as specifically set forth in this Contract.

## 6. Not a Contract of Employment

This Contract shall not constitute, and shall not be construed as, a contract of employment between the Board and Contractor, or between the Board and any employee, agent, or subcontractor of Contractor. This Contract creates the relation of principal-independent contractor between the Board and the Contractor. The Board shall specify the work to be completed by Contractor; however, Contractor shall

determine the means by which the work is to be performed. The Board retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract. Contractor will remain an independent contractor of the Board. The Board shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

#### 7. Maintenance of Records

Contractor shall maintain all records deemed necessary by the Board and the Board shall identify such records in writing to Contractor. Contractor shall account for project funds upon request from the Board and Contractor shall retain the records identified by the Board for a minimum of six (6) years from the termination of this Contract.

#### 8. Subcontracts

The Board enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the Board. All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the Board's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraph 13.

#### 9. Authority

Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the Board, without prior written authorization from the Board. Without the prior written authorization of the Board, Contractor shall not have the authority (1) to enter into any contract on behalf of the Board; (2) to bind the Board; (3) to make any statement or representation purporting to represent the Board's views, opinions, or official positions as to any matter; or (4) to commit the assets or resources of the Board.

#### 10. Confidentiality

This Contract creates a confidential relationship between Contractor and the Board. Accordingly, Contractor agrees to keep and maintain (a) all information related to this Contract or Contractor's work hereunder; (b) Contractor's methods, techniques, and professional opinions related to Contractor's work hereunder; and (c) any information gained by Contractor in the course of performance of this Contract, as strictly confidential. Contractor shall not disclose any information described in the Paragraph without the prior written authorization of the Board.

#### 11. Conflicts of Interest

Contractor represents that it possesses no financial, pecuniary, personal, or other interest which would interfere with the Contractor's exercise of its best independent judgment in the performance of this Contract. Contractor shall inform the Board in writing if a conflict of interest shall arise or become known, and shall take such corrective actions as deemed appropriate in the sole discretion of the Board.

#### 12. Liability

The Contractor will defend, indemnify and hold harmless the Board, Board Members, and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees,

courts costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.

#### 13. Termination of Contract

This Contract may be terminated with no further obligation to Contractor at the sole discretion of the Board if Contractor shall fail to substantially perform any duty or obligation created by this Contract or accomplish any tasks required by this Contract in a timely manner and in a manner consistent with professional standards; or if Contractor shall have or develop a material conflict of interest. The failure of the Board to enforce any time line, restraint, or condition created by the provisions of this Contract shall not be construed as a waiver of such time limit, restraint, or condition, nor shall such failure to enforce such provision be construed as a waiver of the Board's right to enforce such provisions in the future. The Board reserves the right to terminate this Contract without notice or cause, and upon such termination, Contractor will be paid the fair value of services performed. If this Contract shall be terminated for any reason prior to its completion according to the terms of same, Contractor shall deliver to the Board a list of outstanding tasks and projects within fifteen (15) days after receipt of notice of termination.

#### 14. Notice

Notice to either the Board or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

To the Board:

Personnel Board of Jefferson County  
Attention: Cynthia Holiness, Business Officer  
2121 Reverend Abraham Woods Jr., Suite 100  
Birmingham, AL 35203

With copy to:

Personnel Board of Jefferson County  
Lorren Oliver, Director  
2121 Reverend Abraham Woods Jr., Suite 100  
Birmingham, AL 35203

To Contractor:

Birmingham Barons, LLC  
Attention: John Cook, Director of Sales  
P.O. Box 877  
Birmingham, AL 35201

#### 15. Governing Law

As a valuable consideration and as a material inducement to the Board to enter into this Contract, Contractor agrees that the laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either the Contractor or the Board as a result of this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama. Contractor expressly consents to the personal jurisdiction of such Courts, and the Board expressly does not consent to the personal jurisdiction of any other Court.

#### 16. Severability

It is understood that if any provision of this Contract is contrary to any Federal law or any law of the State of Alabama, or if any provision of this Contract shall be invalidated by any court of competent jurisdiction, then such provision shall be deemed not to be a part of this Contract, and the remaining provisions shall remain in full force and effect.

17. Execution

This Contract may be executed in counterparts. The facsimile of a signature shall have the same legal efficacy as the original signature. Each party who executes this Contract represents and warrants that he or she is duly authorized to execute this Contract on behalf of each respective party.

18. Ownership, Licensure, and Use of Original Works

For purposes of this Contract, the term "Original Works" includes all work product, code, data, opinions, conclusions, and analyses developed and/or delivered as the Contractor's work product under this Contract. Contractor shall retain ownership and full copyright of all Original Works. Contractor grants the Board a nonexclusive, nontransferable license, of indefinite term, for unlimited internal use of all Original Works. The Board may not release, sell, or make available any of these Original Works to any outside government agency or private organization.

19. Time of the Essence

The parties to this Contract expressly agree that the time for performance is of the essence.

20. Compliance with § 9 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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.

21. Compliance with Laws

Both parties agree to comply with all applicable laws relating to equal opportunity and non-discrimination in employment of this contract.

22. Act 2016-312 Prohibition Against Boycotting

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

Personnel Board of Jefferson County

Lorren O. Oliver, Director

Birmingham Barons, LLC

John Cook, Director of Sales

Address: Birmingham Barons, LLC

P. O. Box

Birmingham, AL 35201

Tax ID/Social Security No.: 20-3412634

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

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MAR-23-2017-186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of an agreement between the Personnel Board of Jefferson County, Alabama and JobVite, for Job Referral Service and Software in the amount of \$11,520.00. The Three Member Board approved this contract on February 14, 2017.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Priority Soldier Inc., to assist with funding to reach their goals of assisting homeless veterans in workforce training, workforce re-entry and permanent housing solutions, in the amount of \$7,000.00.

Fully executed copy with original signatures not available in the Minute Clerk Office at the time of this recording. Return the fully executed copy with original signatures to the Jefferson County Minutes Clerk, Suite 410 – Courthouse.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Space One Eleven, to assist in purchasing supplies for its tuition free art education programs, City Center Art, and Alabama Charcoal, which offer quality art education to underserved children in Birmingham grades two through twelve, in the amount of \$1,000.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Space One Eleven, Inc. ("Space One Eleven"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Space One Eleven is a 501 (c) (3) organization which provides tuition free art education programs, City Center Art and Alabama Charcoal, which offer quality art education to underserved children in Birmingham grades 2 through 12; and

WHEREAS, Space One Eleven meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$1,000.00 to Space One Eleven, 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 February 28, 2018.

2. The County shall pay to Space One Eleven a lump sum payment of \$1,000.00 upon execution of this agreement.

3. Space One Eleven shall use the public funds to assist in purchasing supplies for its tuition free art education programs, City Center Art and Alabama Charcoal, which offer quality art education to underserved children in Birmingham grades 2 through 12.

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

4. Space One Eleven shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.

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

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

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

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

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MAR-23-2017-189

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Lawson State Community College Foundation to assist with acknowledgement of academic achievement of students, in the amount of \$10,000.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Lawson State Community College Foundation ("Lawson State Foundation"), applied for a grant of funds for \$10,000.00; and

WHEREAS, Lawson State Foundation is a 501(c) (3) organization which raises money for a permanent endowment for the college and seeks to facilitate the acknowledgment of academic achievement of students at Lawson State Community College; and

WHEREAS, Lawson State Foundation meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$10,000.00 to Lawson State Foundation, and the grant of such funds serves a good and sufficient public purpose.; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on March 31, 2018.
2. The County shall pay to Lawson State Foundation a lump sum payment of \$10,000.00 upon execution of this agreement.
3. Lawson State Foundation shall use the public funds to assist in facilitating the acknowledgment of academic achievement of students at Lawson State Community College.  
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Lawson State Foundation shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.
5. Lawson State Foundation 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 State Foundation for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

FOUNDATION

Geri Albright, Director

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

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MAR-23-2017-190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Jackson Seed of Faith, Inc. to assist with the funding of the Annual Child Abuse Prevention Fun Day for Children and parents, in the amount of \$700.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Jackson Seed of Faith, Inc. ("Jackson Seed of Faith"), applied for a grant of funds for \$700.00; and

WHEREAS, Jackson Seed of Faith is a 501(c) (3) organization whose mission is to prevent child abuse, and seeks funding for the reservation of a venue to be used for its Annual Child Abuse Prevention Fun Day, for children and parents in Jefferson County, on April 22, 2017; and

WHEREAS, Jackson Seed of Faith meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$700.00 to Jackson Seed of Faith, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources. NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on March 31, 2018.
2. The County shall pay to Jackson Seed of Faith a lump sum payment of \$700.00 upon execution of this agreement.
3. Jackson Seed of Faith shall use the public funds to assist in funding for the reservation of a venue to be used for its Annual Child Abuse Prevention Fun Day, for children and parents in Jefferson County, on April 22, 2017.

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

4. Jackson Seed of Faith shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.
5. Jackson Seed of Faith 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 Jackson Seed of Faith for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Jackson Seed of Faith representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Jackson Seed of Faith representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither

Jackson Seed of Faith nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of 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 Jackson Seed of Faith 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

JACKSON SEED OF FAITH, INC.

Cheryl Jackson

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

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MAR-23-2017-191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Construction Change Order Request for the agreement between Jefferson County, Alabama and Chilton Construction Inc., to allow additional funds and time for work completion in the amount of \$545,202.29.

JEFFERSON COUNTY CONSTRUCTION CHANGE REQUEST

CHANGE REQUEST NO: 1

PROJECT NO: JCP-51-15-03

COUNTY: JEFFERSON DATE: February 3, 2017

CONTRACTOR: CHILTON CONTRACTORS, INC

LOCATION, DESCRIPTION AND REASON FOR CHANGE:

Due to soft weak soils, subgrade concrete pavement, and deteriorated unusable drainage structures discovered throughout the site, additional work is necessary to complete the project. The additional work includes additional quantities and time needed for unclassified excavation, pavement construction, and the replacement of the unusable drainage structures.

Additionally, the following work items are necessary due to unforeseen circumstances related to the site discoveries to complete the project and are hereby included by force account or mutual agreement:

ITEM	DESCRIPTION	QTY	UNIT	PRICE
AMOUNT				
209A-001	Reset Mailbox	1		\$4,000.00
				\$ 4,000.00*

534D-001	Cleaning Existing Junction Boxes	10	\$	350.00
	\$3,500.00			
534E-001	Cleaning Existing Pipe	900	\$	15.00
	\$13,500.00			
660C-001	Parsons Juniper Shrubs	1	\$	17,500.00
	\$17,500.00*			
660K-001	Pine Straw Mulch	1	\$	2,500.00
	\$ 2,500.00*			
109A-000	Saw cutting Pavement	1	\$	13,481.35
	\$13,481.35*			

- Maximum Force Account Amount

NET INCREASE: \$ 545,202.29 / 30 DAYS

NET TOTAL INCREASE CHANGE REQUEST 1	\$ 545,202.29
ORIGINAL CONTRACT	\$ 4,528,661.60

Revised Total Contract	\$ 5,073,863.89
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The within and foregoing Change Request is hereby approved on this the 23<sup>rd</sup> day of March, 2017.

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 1221363

American Fire and Casualty Company Liberty Mutual Insurance Company

The Ohio Casualty Insurance Company West American Insurance Company

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the companies, pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Billie Jo Sanders; David J. Durden; Milton A. Kopf; Paul B. Scott Jr; Renee Ellis; Thomas J. Gentile all of the city of Montgomery , state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2016.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 7<sup>th</sup> day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal

Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member. Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance 11-Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -OFFICERS -Section 12. Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all under takings, bonds, recognizances and other surety obligations. Such attorneys in fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, President, or by the officer or officers granting such power or authority.

ARTICLE XIII -Execution of Contracts -SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys in fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2017.

Gregory W. Davenport, Assistant Secretary

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

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MAR-23-2017-192

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Amendment No. 1 to the Agreement to Share Responsibility between Jefferson County, Alabama, and The City of Center Point, Alabama for the responsibilities of Polly Reed Road from East of SR 75 to Reed Harvey Park.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

AMENDMENT NO. 1 TO  
AGREEMENT TO SHARE RESPONSIBILITIES

Polly Reed Road

From East of SR 75 to Reed Harvey Park

Drainage Improvements, Sidewalk Addition and Resurfacing

This document shall AMEND the terms of the Original Agreement between Jefferson County, Alabama ("County") and the City of Center Point, Alabama ("City"), dated September 10, 2015, and recorded in Minute Book 168, Pages 498-499, and adopted by the Center Point City Council on August 13, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the Agreement; and

WHEREAS, the City wishes to amend the Agreement;

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

Paragraph Number two (2) of the Original Agreement is replaced with the following text:

2) County hereby agrees to pay to City 15% of matching funds required for the construction (including CE&I and ALDOT Indirect Cost) of the Project.

The maximum amount of total costs borne by Jefferson County shall in no event exceed Six Hundred Thousand Dollars (\$600,000.00). In the event of a cost overrun, the City shall notify the County of the overrun and will consult with the County on the overrun before directing the City's Project engineer to proceed.

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

JEFFERSON COUNTY COMMISSION

James A. "Jimmie" Stephens, President

Jefferson County Commission

CITY OF CENTER POINT, ALABAMA

Tom Henderson, Mayor

Fully executed copy not available in the Minute Clerk Office at the time of this recording. Return the fully executed copy with original signatures to the Minutes Clerk Office, Room 410 – Courthouse.

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

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MAR-23-2017-193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, The City of Bessemer, and The Alabama Department of Transportation for the improvements to the ATRIP Project ACAA65001-ATRP (016) to resurface McAshan Drive. Project not to exceed the amount of \$350,000.00.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BESSEMER, JEFFERSON COUNTY  
AND  
ALABAMA DEPARTMENT OF TRANSPORTATION  
FOR  
IMPROVEMENTS TO McASHAN DRIVE  
ACAA65001-ATRP (O16), JEFFERSON COUNTY

WHEREAS: The City of Bessemer and Jefferson County submitted an application for a project for Round III of the Alabama Transportation Rehabilitation and Improvement Program (A TRIP). The project included resurfacing McAshan Drive from Rock Mountain Lake Road to I-20/59 and reconstructing McAshan Drive from I-20/59 to the Bessemer City limits. The McAshan Drive segment was part of a larger project that provided for the resurfacing of 4th Avenue and Dartmouth Avenue. The City and County agreed to partner for the 20% match for the construction costs and for all of the costs of the preliminary engineering, environmental; and

WHEREAS: The ATRIP project application was approved and a total of \$1,860,645.70 in ATRIP funds was allocated to the project. The 4th Avenue and Dartmouth Avenue segments advanced toward a letting and subsequently were separated from the McAshan Drive segment in a separate plan assembly; and

WHEREAS: The current construction estimate for the McAshan Drive segment is approximately \$1,280,000.00 and there is a shortfall of ATRIP funding to complete the project. The original ATRIP construction cost amount designated for the McAshan project was \$454,356.80, and Bessemer had originally agreed to contribute a match of \$126,107.00, for the construction costs leaving a shortfall of approximately \$700,000.00 based on the new construction budget; and

WHEREAS, the City of Bessemer had originally agreed to pay Volkert Engineering the sum of \$185,388.00 for the engineering cost of the original project and for an additional \$17,236.00 in engineering fees to Volkert on the Dartmouth Avenue and 4th Avenue portion of the project and to date has paid the sum of \$180,777.01 leaving a balance of agreed engineering costs to be paid by the City of Bessemer of \$21,846.99; and

WHEREAS, Volkert has requested an additional \$25,000.00 in preliminary engineering costs for the McAshan Drive portion of the project and the Alabama Department of Transportation has agreed to pay for those charges related to the project;

THEREFORE: It is in the interest of all parties to cooperate financially to bring this project to construction. Each party will participate as provided below:

- 1) The City of Bessemer will contribute the match of \$126,107.00 in addition to the \$202,624 in engineering costs that it has agreed to pay to Volkert on the projects aforementioned. The City will also remain the project sponsor lead.
- 2) Jefferson County will contribute half of the shortfall up to a maximum of \$350,000.00.
- 3) ALDOT will contribute the other half of the shortfall estimated at \$350,000.00 in addition to the \$454,356.80 in ATRIP funds. ALDOT will be responsible for the additional \$25,000 in engineering costs charged by Volkert on the project for the McAshan portion of the project.

Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The State will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated above are estimates only.

The funds stated above from the City of Bessemer and from Jefferson County are capped at the amounts shown. Any shortfall in funding or overrun in construction costs will be borne by ALDOT from either State or Federal funds as applicable. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated above, and the reduction will be proportionally applied to funds from the City, County and State.

CITY OF BESSEMER and JEFFERSON COUNTY, ALABAMA

Kenny Gulley

Mayor, City of Bessemer

Chairman

Jefferson County Commission

James A. Stephens, President

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director

John R. Cooper



Fully executed copy of this agreement with original signatures was not available in the Minute Clerk Office at the time of this recording. Return the fully executed copy with original signatures to the Minutes Clerk Office, Room 410 – Courthouse.

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

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Mar-23-2017-194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of Academic Success Center Wenonah Park Estates Sanitary Sewer Easement to T. A. Lawson State Community College. The property owner has removed and relocated the sewer line within this Easement.

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr.

A200 Courthouse

716 Richard Arrington Jr, Blvd N

Birmingham, AL 35203

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and no/ 100 DOLLARS (\$1.00) in hand paid by T .A. Lawson Community College, a public institution, the receipt whereof is acknowledged, Jefferson County, Alabama, does remise, release, quit claim and convey to the said, T.A. Lawson Community College, all its right, title, interest, and claim in or to the following described real estate, to wit:

A portion of that certain sanitary sewer easement conveyed to Jefferson County by Deed 6753 Page 803 as recorded in the Probate Office of Jefferson County, Alabama. Said easement being 10 feet in width and located in the south half of the SE of Section 19, Township 18 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northwest comer of SE of the NE of Section 30, Township 18 South, Range 3 West, Jefferson County, Alabama, thence run in a Northerly direction along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  for a distance of 1313.89 feet to the Southwest comer of SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 19 , Township 18 South, Range 3 West, thence tum a deflection angle to the left of 3 degrees 13 minutes 29 seconds and run in a northerly direction a distance of 131.50 feet to a point, thence tum a deflection angle to the right 51 degrees 41 minutes 8 seconds and run in a northeasterly direction of 27.41 feet to a point; thence tum a deflection angle to the left 58 degree 37 minute 32 seconds and run in a northwesterly direction a distance of 96.16 feet to a point, said point being the POINT OF BEGINNING of a 10 foot wide easement lying 5 feet each side of the following described center line; thence tum a deflection angle to the left o degrees 19 minutes 19 seconds and run in a northwesterly direction a distance of 75.17 feet to a point; thence tum a deflection angle to the left 40 degrees 25 minutes 20 seconds and run in a northwesterly direction a distance of 58.15 feet to a point, said point being the end of said easement.

Less and except any portion lying within the sanitary sewer right of way conveyed to Jefferson County, Alabama as recorded in Instrument No. 2017010316 in the Probate Office of Jefferson County, Alabama.

Less and except any portion lying within the sanitary sewer right of way conveyed to Jefferson County, Alabama as recorded in Instrument No. 2017010317 in the Probate Office of Jefferson County, Alabama. Less and except any portion lying within 10 feet of any currently active and maintained Jefferson County sanitary sewer.

Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said T.A. Lawson Community College, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 23<sup>rd</sup> day of March, 2017

JEFFERSON COUNTY, ALABAMA

Attest

Millie Diliberto

Minute Clerk

James A Stephens, President

Jefferson County Commission

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A. Stephens, whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 23 day of March, 2017.

Mildred G. Diliberto

Notary Public

My Commission expires: August 31, 2019

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

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Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Request from Trussville Utilities Board to install 2,500' of 2" gas main along Carson Road and Red Hollow Road in Center Point.
- Request from AT & T Corporation to install 1,400' of cable at 7101 Jefferson Metro Parkway in Bucksville.
- Request from AT & T Corporation to install 19,144' of buried cable on Old Jasper Highway in Graysville.

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

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Mar-23-2017-195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission be and is hereby authorized to execute Ordinance Number 1821, An Ordinance of the Jefferson County Commission to

establish a maximum speed limit of 20 miles per hour on Griffin Valley Lane from Lakeside Drive to its end, located in the Rock Mountain Lakes Community.

Ordinance Number 1821

An ordinance of the Jefferson County Commission to prohibit any person from driving any vehicle in excess of 20 MPH on Griffin Valley Lane in Jefferson County, Alabama

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of **20 miles per hour on Griffin Valley Lanes**, lying within Jefferson County and outside any municipality hereinafter indicated:

**Griffin Valley Lane: From Lakeside Drive to its End**

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

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

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

Approved: March 23<sup>rd</sup>, 2017

Birmingham News:

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

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Mar-23-2017-196

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

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

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Mar-23-2017-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Consuella Griffin in the amount of Seventy Four Thousand One Hundred Fifty Eight and 00/100 (\$74,158.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Consuella Griffin in the amount of \$74,158.00 and forward it to the County Attorney for disbursement.

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

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Mar-23-2017-198

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

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

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Mar-23-2017-199

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Linda Green is hereby denied.

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

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Mar-23-2017-200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of 1901 4<sup>th</sup> Avenue Parking, LLC in the amount of Twenty Two Thousand six Hundred Eighty Two and 40/100 (\$22,682.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to 1901 4<sup>th</sup> Avenue Parking, LLC in the amount of \$22,682.40 and forward it to the County Attorney for disbursement.

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

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Mar-23-2017-201

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Ronnie King to the Birmingham Fire District Board for a term ending February 2022, be and hereby is approved.

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

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Mar-23-2017-202

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to assist in funding the Corner High School baseball program in the purchase of a Toro Reel Mower, in the amount of \$2,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding Comer High School's baseball program in the purchase of a Toro reel mower; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2018.
2. The County shall pay to Jefferson County BOE a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Jefferson County BOE shall use the public funds to assist in funding Corner High School's baseball program in the purchase of a Toro reel mower.

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

4. Jefferson County BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.

5. Jefferson County BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

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Mar-23-2017-203

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Bessemer Hall of History, Inc. to assist in preserving newspapers from the 1930s to the 1970s by having them digitalized, in the amount of \$1,000.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Bessemer Hall of History, Inc. ("Bessemer Hall of History."), applied for a grant of funds for \$1,000.00; and

WHEREAS, Bessemer Hall of History is a 501(c) (3) organization which strives to preserve the history of Bessemer and its people, and wishes to preserve newspapers from the 1930s to the 1970s by having them digitalized and preserved; and

WHEREAS, Bessemer Hall of History meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,000.00 to Bessemer Hall of History, 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 February 28, 2018.
2. The County shall pay to Bessemer Hall of History a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Bessemer Hall of History shall use the public funds to assist in preserving newspapers from the 1930s to the 1970s, by having them digitalized and preserved.

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

4. Bessemer Hall of History shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.

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

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

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

Bessemer Hall of History, Inc.

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

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Mar-23-2017-204

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Payroll Agreement between Jefferson County, Alabama and Logan Flowers, Deputy District Attorney, Birmingham Division in the amount of \$60,009.66.

STATE OF ALABAMA)

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below: Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1. By execution below, the Deputy District Attorney hereby authorizes to have his County-provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2. By execution below, the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.
- 3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5. The effective date of this Agreement shall be March 23<sup>rd</sup>, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA  
James A. Stephens, President  
Jefferson County Commission  
District Attorney Pro Term  
Birmingham Division



Danny Carr  
Logan Flowers  
Deputy District Attorney  
Birmingham Division

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

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Mar-23-2017-205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Payroll Agreement between Jefferson County, Alabama and Kandice Pickett, Deputy District Attorney, Birmingham Division in the amount of \$60,009.66.

STATE OF ALABAMA)

JEFFERSON COUNTY)

#### PAYROLL AUTHORIZATION

##### RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

##### WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below: Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA 's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby authorizes to have his County-provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
2. By execution below, the District Attorney hereby endorses and approves the above, authorization of the Deputy District Attorney.
3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the County-provided

compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.

5. The effective date of this Agreement shall be March 23<sup>rd</sup>, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

District Attorney Pro Tem

Birmingham Division

Danny Carr

Kandice Pickett

Deputy District Attorney

Birmingham Division

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

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Mar-23-2017-206

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and Kandice Pickett, Deputy District Attorney, Birmingham Division in the amount of \$60,009.66.

INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter

791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and\* Jefferson County Commission , a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at\* 716 Richard Arrington Jr. Blvd. N., Birmingham, AL 35203.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* 02/14/2017 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began\* 10/01/2016 and ends\* 09/30/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an HGAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the HGAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an HGAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC

reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

JEFFERSON COUNTY COMMISSION	Houston-Galveston Area Council
716 RICHARD ARRINGTON JR. BLVD N.	3555 Timmons Lane, Suite 120
BIRMINGHAM, ALABAMA 35203	Houston, TX 77027
JIMMIE STEPHENS, PRESIDENT 3/23/17	Executive Director

Fully executed copy of this agreement not available in the Minute Clerk Office at the time of this recording. Return the Fully executed copy with original signatures to the Minutes Clerk, Suite 410 – Courthouse.

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

Mar-23-2017-207

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Aldridge Gardens to assist with support of the 2017 educational programs and services, in the amount of \$2,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Aldridge Gardens applied for a grant of funds for \$2,500.00; and

WHEREAS, Aldridge Gardens is a 501 (c) (3) organization which seeks funding to support its 2017 educational programs and services, to include adult educational programs, children and family educational programs, and community education events; and

WHEREAS, Aldridge Gardens meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Aldridge Gardens 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 February 28, 2018.
2. The County shall pay to Aldridge Gardens a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Aldridge Gardens shall use the public funds to assist in funding to support its 2017 educational programs and services, to include adult educational programs, children and family educational programs, and community education events.  
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Aldridge Gardens shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.
5. Aldridge Gardens 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 Aldridge Gardens for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Aldridge Gardens representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Aldridge Gardens representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Aldridge Gardens nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any

manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of 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 Aldridge Gardens 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

ALDRIDGE GARDENS

Tynette Lynch

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

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Mar-23-2017-208

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the American Cancer Society to assist with its mission to eliminate cancer through research, education, advocacy and patient services, in the amount of \$2,500.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, the American Cancer Society is a 501 (c) (3) organization which seeks to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and patient services; and

WHEREAS, the American Cancer Society meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the American Cancer Society, 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 February 28, 2018.
2. The County shall pay to the American Cancer Society a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The American Cancer Society shall use the public funds to assist in its mission to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and patient services.

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

4. The American Cancer Society shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.

5. The American Cancer Society shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the American Cancer Society for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

AMERICAN CANCER SOCIETY, INC.

Julia Meyers

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

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Mar-23-2017-209

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jimmie Hale Mission to assist in providing programs and services to minister to the spiritual and physical needs of men, women and children of Jefferson County, in the amount of \$2,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Downtown Jimmie Hale Mission ("Jimmie Hale Mission"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Jimmie Hale Mission is a 501(c)(3) organization which seeks to provide programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County; and

WHEREAS, the Jimmie Hale Mission meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Jimmie Hale Mission, 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 February 28, 2018.
2. The County shall pay to the Jimmie Hale Mission a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Jimmie Hale Mission shall use the public funds to assist in providing programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. The Jimmie Hale Mission shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.
5. The Jimmie Hale Mission shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures



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

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

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

DOWNTOWN JIMMIE HALE MISSION

Bonnie Hendrix

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

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Mar-23-2017-210

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Prescott House Child Advocacy Center to assist in providing child victim advocacy and the services and activities associated with the treatment and protection of child victims, in the amount of \$2,500.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, The Prescott House ("Prescott House"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Prescott House is a 501 (c) (3) organization which seeks funding to provide child victim advocacy; the services and activities associated with the project are forensic interviews, extended forensic interviews, counseling and referrals, coordination of community agencies that investigate, prosecute, and provide treatment and protection for child victims, court accompaniment and court preparation; and

WHEREAS, Prescott House meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Prescott House, 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 February 28, 2018.
2. The County shall pay to Prescott House a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Prescott House shall use the public funds to provide child victim advocacy; the services and activities associated with the project are forensic interviews, extended forensic interviews, counseling and referrals, coordination of community agencies that investigate, prosecute, and provide treatment and protection for child victims, court accompaniment and court preparation.  
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Prescott House shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.
5. Prescott House 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 Prescott House for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Prescott House representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Prescott House representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Prescott House nor any

of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above~ no promise or commitment of any nature whatsoever of 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 Prescott House shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

THE PRESCOTT HOUSE

Mary L. Murphy

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

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Mar-23-2017-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Vulcan Park Foundation to assist in providing operational support for educational arts and culture programs, specifically its' Alabama Racing Heritage Exhibit, in the amount of \$8,000.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Vulcan Park Foundation ("Vulcan Park"), applied for a grant of funds for \$8,000.00; and

WHEREAS, Vulcan Park is a 501(c) (3) organization which seeks funding to provide operational support for educational and arts and culture programs for the community, specifically its Alabama Racing Heritage Exhibit; and

WHEREAS, Vulcan Park meets the eligibility requirements of the Program; and

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

Commissioner David Carrington \$2,000.00

Commissioner James A. Stephens \$2,000.00

Commissioner Joe Knight \$2,000.00  
Commissioner George Bowman \$1,500.00  
Commissioner Sandra Little Brown \$500.00  
; And

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on February 28, 2018.
2. The County shall pay to Vulcan Park a lump sum payment of \$8,000.00 upon execution of this agreement.
3. Vulcan Park shall use the public funds to assist in funding operational support for educational and arts and culture programs for the community, specifically its Alabama Racing Heritage Exhibit.  
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Vulcan Park shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by February 28, 2018, whichever shall occur first.
5. Vulcan Park shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Vulcan Park for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Vulcan Park representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Vulcan Park representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Vulcan Park nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of 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 Vulcan Park shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President  
Jefferson County Commission  
Vulcan Park Foundation  
Darlene Negrotto, CEO

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

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Mar-23-2017-212

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Greater Birmingham Humane Society to assist with vaccinations for incoming animals and animal care and control, in the amount of \$6,500.00.

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Greater Birmingham Humane Society ("Humane Society"), applied for a grant of funds for \$6,500.00; and

WHEREAS, the Humane Society is a 501(c) (3) organization which seeks funds for the purpose of vaccinating incoming animals against disease; and

WHEREAS, the Humane Society meets the eligibility requirements of the Program; and

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

Commissioner David Carrington \$2,500.00  
Commissioner James A. Stephens \$2,000.00  
Commissioner Joe Knight \$2,000.00  
; And

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on March 31, 2018.
2. The County shall pay to the Humane Society a lump sum payment of \$6,500.00 upon execution of this agreement.
3. The Humane Society shall use the public funds to assist in vaccinating incoming animals against disease.

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

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

5. The Humane Society shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Humane Society for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

GREATER BIRMINGHAM HUMANE SOCIETY

Allison Black Cornelius, CEO

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

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Mar-23-2017-213

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is authorized to execute a License Agreement for Perpetual Utility Easement between Jefferson County

and the City of Irondale, regarding the accommodation of a Jefferson County sanitary sewer within the City of Irondale utility easement. There is no cost to the County associated with said agreement. Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording. Return fully executed copy with original signatures to the Minutes Clerk, Suite 410 – Courthouse.

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

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Mar-23-2017-214

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) for the following ESG program:

First Light, Inc. (HESG16-OP-FL)

Adopted: March 23, 2017

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

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Mar-23-2017-215

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) for the following ESG program:

One Roof (HESG16-SO-HMIS-OR)

Adopted: March 23, 2017

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

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Mar-23-2017-216

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) for the following ESG program:

Pathways (HESG16-OP-PW)

Adopted: March 23, 2017

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

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Mar-23-2017-217

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) for the following ESG program:

YWCA-IHH (HESG16-OP-ES-YIHH)

Adopted: March 23, 2017

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

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Mar-23-2017-218

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) for the following ESG program:

YWCA (HESG16-OP-RR-HP-YFVC)

Adopted: March 23, 2017

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

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Mar-23-2017-219

Whereas, Congress has appropriated funds for the Community Development Block Grant Program for fiscal year 2015; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program; and,

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for The People Development Center (CD15-05-PDC) as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL;

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for The People Development Center (CD15-05-PDC).

Adopted: March 23, 2017

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

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Mar-23-2017-220

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for program year 2016; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grant (ESG) program; and

WHEREAS, the Jefferson County office of Human-Community Services and Economic Development has completed the federally mandated Environmental Review for the Emergency Solutions Grant (ESG) as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL;

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the president is authorized, directed and empowered to execute the Certification of Categorically Excluded (not subject to Section 58.5) for Jefferson County's Emergency Solutions Grant program.

Adopted: March 23, 2017

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

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Mar-23-2017-221

WHEREAS, a Promissory Note and related Financing Documents were executed by Susan Keith (Maker) for the purchase of a property at 2312 Applewood Drive, Birmingham, AL 35215; and

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

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that an Amendment to the Promissory Note executed by Susan Keith in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Amendment to Promissory Note on behalf of the County.

Adopted: March 23, 2017

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

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Mar-23-2017-222

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

WHEREAS, Annie-Marie Adams served as Absentee Elections Manager for District 58 Special Election and the School Tax Election held on March 7, 2017:

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby authorizes the compensation for Annie-Marie Adams, Jefferson County Circuit Clerk, as Absentee Elections Manager for 46 days with compensation of \$200.00 per day for a total of \$9,200.00.

Approved by the Jefferson County Commission this 23<sup>rd</sup> day of March, 2017

Minute Book: 171

Page(s): 37

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

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

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Mar-23-2017-223

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 02/24/17 – 03/02/17, and 03/03/17 – 03/9/17, BE AND HEREBY ARE APPROVED.

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

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MAR-23-2017-224

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

- o Jefferson Credit Union Bank Visa Credit Card Statement with a closing date of March 3, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Credit Card Statement be ratified. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

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MAR-23-2017-225

PURCHASING DIVISION AGENDA REPORT

For Week of 02/24/17 – 03/02/17

Committee Meeting MARCH 21, 2017

For Commission Approval

MARCH 23, 2017

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

PREPARED MARCH 3, 2017

1. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM TOWNPLACE SUITES BY MARRIOTT, BIRMINGHAM, AL, TO AWARD BID FOR HOTEL ACCOMMODATIONS - EXTENDED STAY FOR THE PERIOD OF 03/01/2017 - 02/29/2020. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 45 - 17

REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 03/03/17 – 03/09/17

Committee Meeting MARCH 21, 2017

For Commission Approval

MARCH 23, 2017

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

1. RECOMMENDED FOR HUMAN-COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION, LLC, REMLAP, AL, TO AWARD BID FOR RESIDENTIAL ROOFING SERVICES FOR THE PERIOD OF 04/06/2017 - 04/05/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #59-17

REFERENCE MUNIS BID #N/A

2. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM INDUSTRIAL FIRE & SAFETY EQUIPMENT, BIRMINGHAM, AL TO RENEW BID FOR THE PURCHASE OF FIRE EXTINGUISHERS FOR THE PERIOD OF 03/03/2017 - 03/02/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID #22-16

REFERENCE MUNIS BID #N/A

3. RECOMMENDED FOR ALL DEPARTMENTS FROM OFFICE EQUIPMENT LEASING, BIRMINGHAM, AL, TO RENEW BID FOR OFFICE EQUIPMENT LEASING (COPIERS, PRINTERS, ETC.) FOR THE PERIOD OF 06/01/2017 - 05/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID #37-16

REFERENCE MUNIS BID #/NA

4. RECOMMENDED FOR ALL DEPARTMENTS FROM C&J ASSOCIATES PEST CONTROL, MONTGOMERY, AL, TO RENEW BID FOR PEST CONTROL & INSPECTION SERVICES FOR THE PERIOD OF 03/06/2017 - 03/05/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID #42-15

REFERENCE MUNIS BID #N/A

5. RECOMMENDED FOR GENERAL SERVICES FROM JANPAK SUPPLY D/B/A/ SUPPLY WORKS, ALABASTER, AL, TO RENEW BID FOR HOUSEKEEPING SUPPLIES AWARDED GROUP 2 AND 3 FOR THE PERIOD OF 03/01/2017 - 02/28/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)

REFERENCE BID #54-15

REFERENCE MUNIS BID #N/A

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

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Unusual Demands Report

03/23/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	BIOSOLIDS	100193	JEFFERSON CO TREASURER	Reimbursement to John Riley for AVMS meeting	90.00	190321	8973
2	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	TRVL-Callahan,M-WEBINAR REGISTRATION	45.00	187185	8511
3	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Car Wash-Jones,B-Veh # A148102	9.00	189644	8862
4	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Car Wash-Jones,B-Veh # A17-8105	7.00	189645	8862
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Microwave, maint supplies: tubing, coupling, cemen	192.86	188390	8696
6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	MAINTENANCE SUPPLIES, DISC FLAPS, WHEEL DEPRESS,	92.49	189919	8913
7	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	HAYB1100ST 1 SCH80 PVC FPM T/U BALL VALVE	44.47	190812	9055
8	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Alabama Bd of Medical Examiners & Patient Refund	560.61	190259	8959
9	COMMISSIONER DISTRICT 5	100193	JEFFERSON CO TREASURER	Name tags for conference	5.70	191316	9129
10	CORONER	100193	JEFFERSON CO TREASURER	coroner/medical examiner meeting - Box Lunches	229.00	190634	9034
11	EMERGENCY MANAGEMENT AGENCY	135556	BAGLEY FIRE DEPARTMENT	HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	524.60	190195	8950
12	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ASCE & NSPE RENEWALS FOR CEDRIC HAYDEN	504.00	190511	8998
13	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP DUES FOR TONYA KELLEY	255.00	190571	9022
14	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ASCE WINTER MEETING REGISTRATION FEE-TONYA KELLEY	150.00	190573	9023
15	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ASCE WINTER MEETING FEE - EMILY KEMP	150.00	190584	9030
16	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ADEM WASTEWATER PERMIT MELISSA LYNN	70.00	191093	9094
17	FINANCE-DEBT SERVICE	124778	THE BANK OF NEW YORK MELLON TRUST CO NA	2005A Auction Fee 02/01/17 to 02/01/18	5632.50	190479	8992
18	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	REPAIRS FOR OVERHEAD DOOR AT CENTRAL SHOP	250.00	191258	9119
19	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TRACK LIGHTS FROM LOWE'S FOR 2121 BLDG	170.24	191406	9150
20	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED ONE ROLL OF ROPE FOR BHAM CH	7.99	191408	9150
21	GENERAL FUND	135723	LIDDELL, DRUMMOND	OVERPAYMENT REIMBURSEMENT OF MEDICAL BENEFITS	1229.83	190949	9077
22	HUMAN RESOURCES ADMIN	132734	KYANA BECKLES	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	95.69	190560	9018
23	HUMAN RESOURCES ADMIN	134147	DANIEL GITHANG'A	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	114.86	190831	9058
24	HUMAN RESOURCES ADMIN	135468	MICHAEL SCHWENDEMAN	ASSESSOR REIMBURSEMENT 11/17/2016 TO 11/21/2016	145.52	190580	9027
25	HUMAN RESOURCES ADMIN	135469	MATTHEW DALY	ASSESSOR REIMBURSEMENT 11/17/2016 TO 11/21/2016	304.18	190583	9029
26	HUMAN RESOURCES ADMIN	135471	DEREK BURNS	ASSESSOR REIMBURSEMENT 11/17/2016 TO 11/21/2016	169.71	190582	9028
27	HUMAN RESOURCES ADMIN	135472	ALEXIS AVERY	ASSESSOR REIMBURSEMENT 11/17/2016 TO 11/21/2016	290.24	190578	9025
28	HUMAN RESOURCES ADMIN	135487	NIKOLAS PATE	ASSESSOR REIMBURSEMENT 12/12/2016 TO 12/16/2016	125.00	190579	9026
29	HUMAN RESOURCES ADMIN	135725	FERRY FLEURIMOND	ASSESSOR REIMBURSEMENT 1/25/2017-1/27/2017	79.45	190536	9008
30	HUMAN RESOURCES ADMIN	135728	LISA FREEMAN	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	223.34	190556	9016

31	HUMAN RESOURCES ADMIN	135729	MARKESIAH JACKSON	ASSESSOR REIMBURSEMENT1/25/2017 TO 1/27/2017	269.24	190553	9015
32	HUMAN RESOURCES ADMIN	135730	KAREN JORDAN	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	249.80	190545	9013
33	HUMAN RESOURCES ADMIN	135732	ALISSA MANOLESCU	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	215.78	190566	9020
34	HUMAN RESOURCES ADMIN	135733	PHILLIP DELLA SALA	ASSESSOR REIMBURSEMENT 1/25/2017 TO 1/27/2017	328.10	190549	9014
35	IT SYSTEM DEV & ADMINISTRATION	100756	URISA	URISA Individual Membership for Ali Sheikhzeinoddi	131.25	188381	8688
36	IT SYSTEM DEV & ADMINISTRATION	100756	URISA	Urisa Membership Dues for Thomas Purdy	131.25	188382	8689
37	LEEDS WWTP	100193	JEFFERSON CO TREASURER	CDL renewal for Anthony Weldon	20.25	190414	8978
38	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. Mileage T McCall - Feb. 6-24, 2017	13.92	191016	9090
39	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb Mileage to A. Singer for March 2-8, 2017	59.76	191350	9133
40	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage R Lillard 2/16-28/17	45.80	190415	8979
41	PERSONNEL BOARD TESTING	131694	SHONDA WHITFIELD	2017 Police/Sheriff Lt. Assessor-S Whitfield	175.00	190456	8988
42	PERSONNEL BOARD WKFC DV&AP SER	119445	SHAWNE WADDY	2017 Police/Sheriff Lt Development - S Waddy	125.00	190468	8988
43	PERSONNEL BOARD WKFC DV&AP SER	131683	GEORGE LICHMAN	2017 Police/Sheriff Lt Development - G Lichman	191.04	190463	8988
44	PERSONNEL BOARD WKFC DV&AP SER	131779	ROBERT NADER	2017 Police/Sheriff Lt Development - R Nader	175.00	190467	8988
45	PERSONNEL BOARD WKFC DV&AP SER	133475	ANTHONY LUMPKIN	2017 Police/Sheriff Lt Development - A Lumpkin	320.82	190464	8988
46	PERSONNEL BOARD WKFC DV&AP SER	135703	ERNEST GARCIA III	2017 Police/Sheriff Lt Development-E Garcia III	175.00	190461	8988
47	PERSONNEL BOARD WKFC DV&AP SER	135704	AL WHEELER	2017 Police/Sheriff Lt Development - A Wheeler	125.00	190470	8988
48	PERSONNEL BOARD WKFC DV&AP SER	135705	TRACIE BAKER	2017 Police/Sheriff Lt Assessor-T Baker 2/12-16/17	245.62	190458	8988
49	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	SUPPLIES, RR BOOTS MIKE DEMING, RAIN GAUGES, BIPOD	284.30	187490	8554
50	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	USB ETHERNET DEF FLUID CHAINSAW FILE CDL TEST FEE	173.85	191293	9125
51	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	VACCUUM CLEANER FOR HWY ENGINEERING	99.98	191203	9108
52	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	FLOOR JACK, HOOKS, LEVEL, TOOLS - CAMP BESSEMER	413.20	191194	9106
53	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	HERBICIDE PERMIT TEST & LICENSE, DRILL, TOOLS	393.72	190657	9041
54	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	SUPPLIES, PARKING FEES, KEYS, HOOKS, TARP, REG FEE	339.88	190455	8989
55	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	HAZMAT BACKGROUND CHECK - ADAM LANEY	86.50	190852	9063
56	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL, HAZMAT FEES, SUPPLIES, TOOLS, REG FEE	227.36	190459	8991
57	SEWER BILLING	135589	TANAYIA HUSCHKA	REFD FOR OVERPAYMENT ACCT# W0-48611 D	642.04	191206	9107
58	SEWER BILLING	135706	CHARLES CHURCH	REFD FOR OVERPAYMENT ACCT# W0-52865 D	89.05	191201	9107
59	SEWER BILLING	135724	DARRELL STOVALL	REFD FOR OVERPAYMENT ACCT# W0-103746D	94.83	191208	9107
60	SEWER BILLING	135734	NANCY M MCKNIGHT	REFD FOR OVERPAYMENT ACCT# W0-82966 D	500.00	191210	9107
61	SEWER BILLING	135746	RANDY HEAL	REFD FOR OVERPAYMENT ACCT# I 6-28534 D	41.56	191212	9107
62	SEWER BILLING	135747	CARL CRAIN	REFD FOR OVERPAYMENT ACCT# I 2-7230D	24.38	191214	9107
63	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	BLSA 2016-2017 LEGAL DIRECTORY	25.00	189747	8878
64	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WATER/GATORADE ERT TRAINING	20.69	189735	8878

65	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	RECORDED LEVY	16.00	189733	8878
66	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	PORTABLE HARD DRIVES FOR DIGITAL VIDEO EVIDENCE	59.99	189725	8877
67	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	4 & 8 LINE RUBBER STAMPS	19.84	190969	9084
68	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES - USED TO CLEAN OFFICE	7.29	189729	8877
69	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	ADAPTER, CONNECTOR, CDL RENEWAL, CARTRIDGE, BOLT,	292.14	190310	8970
70	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CAST IRON FLANGE	74.25	190428	8982
71	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	TAMPER SWITCH/OUTLET	7.99	190429	8982
72	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner bolt v-belt plumbing gage chain link	368.66	190804	9053
73	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	VACUUM HOSE	180.00	190280	8965
74	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	OIL SEALS	87.98	190284	8965
75	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	CARB KIT, GASKET, FUEL FILTER	57.68	190287	8965
76	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	AIR VALVE	185.60	190277	8965
77	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	AIR FRESHNER;SOFT SOAP;BRASS KEY;S O CONNECTORS;	259.71	190266	8962
<b>Grand Total</b>					<b>\$19,839.38</b>		

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

#### MULTIPLE STAFF DEVELOPMENT

##### County Attorney

Brent Grainger	379.00
Shawna Smith	379.00
Allison Gault	379.00
CLE Seminar	
Orange Beach, AL - May 5-6, 2017	

##### Environmental Services

Tari Holt	1,258.67
William Pickens	1,096.95
Cedric Hayden	1,448.04
AWEA Conference	
Orange Beach, AL – April 9-11, 2017	

##### Family Court

Harold Dickinson, Cherie Foster, Steven Vance, Erica Dozier	
Susan Moon	125.00
Adolescent Substance Abuse Conference	
Birmingham, AL – March 31, 2017	

##### Finance



Robert Juneau, Malinda Parker, LeKisha Doyle, Bobbie Stewart Sandra Tellis, Wanda Harville & Joslyn Wilson Tyler Conference San Antonio, TX – May 7-10, 2017	6,650.00
Malinda Parker	1,969.68
LeKisha Doyle	1,969.68
Robert Juneau	1,969.68
Sandra Tellis	1,969.68
Wanda Harville	1,969.68
Bobbie Stewart	1,969.68
Joslyn Wilson	1,969.68
Tyler Conference San Antonio, TX – May 7-10, 2017	
Information Technology	
Olukemi Niyiladipo	2,877.09
Willie Wright	2,877.09
Bobby Pakbaz	2,877.09
Scott Stewart	2,040.00
Tyler Conference San Antonio, TX – May 7-10, 2017	
Land Development	
Michael Morrison	2,926.10
Katherine Burleson-LaChine Cityworks Software Regional Users Group San Diego, CA – July 9-14, 2017	2,926.10
Tax Assessor Bessemer	
Amy Bogue	1,091.15
Bobbie Miles	1,091.15
James Weldon Personal Property Audits Montgomery, AL – May 7-12, 2017	1,180.28
Nichole Carr	1,091.15
Jeanette Davis Property Tax Administration and Laws Montgomery, AL – April 2-7, 2017	1,091.15
Reginald Threadgill	2,355.10
Barbara Henderson 2017 ESRI User Conference San Diego, CA – July 9-14, 2017	2,653.68
<u>INDIVIDUAL STAFF DEVELOPMENT</u>	
Board of Equalization	
Keith Fravert ACA Exam Auburn, AL – March 16-17, 2017	327.24

Alfred Toxey Assessment Administration Bessemer, AL – July 10-14, 2017	550.00
Budget Management Office Lene Wormley Tyler Conference San Antonio, TX – May 7-10, 2017	2,618.32
Community and Economic Development Sandra Foster Tyler Connect San Antonio, TX – May 7-10, 2017	2,759.54
Sharon Youngblood GFOAA Conference Birmingham, AL – February 22-24, 2017	350.00
Keith Strother State Manager’s Meeting Montgomery, AL – March 7-9, 2017	463.25
Keith Strother National Association of Job Training Assistance Dallas, TX – April 17-20, 2017	1,328.83
Land Development Philip Richardson American Society of Landscape Architects Birmingham, AL – April 6-8, 2017	139.37
Roads and Transportation Tracey Pate Transportation Conference Montgomery, AL – February 9-10, 2017	542.84
Alan Dodd ASPLS Summer Conference Orange Beach, AL – May 29- June 1, 2017	1,461.09
Stormwater Management Amanda Elledge Sigma Consulting Birmingham, AL – May 26, 2017	95.00
Tax Assessor Bessemer Jacquez Gray Personal Property Appraisal Manual Montgomery, AL – April 2-7, 2017	1,192.91

FOR INFORMATION ONLY

Personnel Board

Jim Greene 318.50  
Career Event  
Mobile, AL - February 8-10, 2017

Jim Greene 222.27  
2017 Spring Career Fair  
Auburn, AL – February 28 – March 1, 2017

Ryan Lillard 115.00  
Society for the Advancement of American Philosophy  
Birmingham, AL – March 16-18, 2017

Lauren McMahan 953.71  
SIOP Conference  
Orlando, FL – April 26-29, 2017

Sheriff

Michael Jackson 1,614.76  
Robert Williams 1,614.76  
Basic Homicide Investigators Course  
Nashville, TN – April 16-21, 2017

Niko Vasilakis 1,857.19  
Carl Benefield 1,857.19  
Crash Data Retrieval Analyst Training  
Conroe, TX – April 23-28, 2017

Steven Cotton 920.50  
Niko Vasilakis 920.50  
William Powell 920.50  
Dylan Misso 920.50  
Traffic Accident Reconstruction Level 3  
Forsyth, GA – April 30 – May 5, 2017

Richard Reid 566.00  
Terry Hale 566.00  
Advanced SWAT Course  
Eutaw, AL – April 2-7, 2017

Russell Starnes 225.00  
FTO Instructor Course  
Anniston, AL – February 13-16, 2017

Steven Cotton 400.00  
Traffic Homicide Investigation  
Hoover, AL – April 3-14, 2017

Ryan Murkerson 695.00

Pedestrian Bicycle Crash  
Online Course – May 15-18, 2017

Wendell Major 740.00  
Professional Grant Development Workshop  
Guntersville, AL – March 28-29, 2017

Paul Thomason 325.00  
Basic Criminal Investigation  
Birmingham, AL – March 21-23, 2017

Brian Streit 1,467.15  
Homicide Association Training Symposium  
Orlando, FL – June 25-30, 2017

P O Hill 849.20  
Instructor Development Class  
Stapleton, AL – April 2-7, 2017

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, April 6, 2017.

James A. Stephens  
President

ATTEST:  
Millie Diliberto  
Minute Clerk