

STATE OF ALABAMA)
JEFFERSON COUNTY) September 8, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:13 A.M., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner David Carrington seconded by Commissioner Sandra Little Brown, that the Minutes of August 25, 2016, be and hereby are approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Wednesday, September 7, 2016, and approved the following items to be placed on the September 8, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Items 1-6, and 2 addendum items and 1 additional item added during the work session. Addendum item #4 to stay the same with no action required.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-11, and 4 addendum items. Item #8 was pulled from the Committee Agenda.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-19.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1-4, with 1 additional item added during the work session.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-24, and 4 addendum items. Item #20 was pulled from the Committee Agenda.

SEPT-8-2016-721
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2016-019, McMillian Cemeteries, LLC, owners; Evitta Nollie, agent requests a change of zoning on Parcel ID# 37-25-3-000-036.000 in Section 25 Twp. 19 South Range 5 West from A-1 (Agriculture) to Cemetery-1 for compliance for a cemetery. (Case Only: 5475 Coranet Drive, Bessemer, AL 35022) (RED MOUNTAIN HEIGHTS) (17.2 Acres M/L) Is hereby approved.

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

SEPT-8-2016-722

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby directs the County Manager to complete his due diligence on the Cooper Green conceptual plan presented at the September 7, 2016 Committee Meetings and to present to the Commission within the next 45 days his findings and a recommended implementation approach.

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

SEPT-8-2016-723

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment II to the original lease agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services, and Beckman-Coulter for the purpose of correcting the ending date of the agreement to reflect February 28, 2017.

STATE OF ALABAMA)

CONTRACT NO.: 00001881

JEFFERSON COUNTY)

Contract Amendment No. II

This is an Amendment to the Contract between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services and Beckman-Coulter, hereinafter referred to as the "Contractor", for the reagent rental of Beckman-Coulter UniCel DXH 800 reagents and consumables.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree that the contract previously entered into between the parties which was approved by the Jefferson County Commission on May 24, 2011 at M.B.161; PG 536 is hereby amended as follows:

Term: Equipment billing did not occur until the analyzer validation studies and LIS interface were fully functional. Billing commenced on February 1, 2012 due to a problem with new interface. Sixty lease payments are to be made to complete the contract terms. Contract end date shall be February 28, 2017.

JEFFERSON COUNTY COMMISSION:

Jimmie Stephens, President

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

SEPT-8-2016-724

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment II to the original agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services, and Carl Zeiss Meditec to provide preventive maintenance, on-site parts and labor coverage, and technical phone support for the visual field machine located at Cooper Green Mercy Health Services, in Ambulatory Clinic B. Cost to the County is \$1,308.00.

STATE OF ALABAMA)

CONTRACT NO.: 00006633

JEFFERSON COUNTY)

Contract Amendment

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006633. The amendment between the parties was approved by the Commission on August 13, 2015; was recorded in MB 168, Page (s) 343, and is hereby amended as follows:

Amend the term to September 1, 2016 through August 31, 2017.

Compensation shall not exceed the original contract amount of \$1,308 for this term (see attached quote).

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

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

SEPT-8-2016-725

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amended agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services, and Labsco to include the service agreement by the manufacturer, Tosoh Bioscience, Inc.

Tosoh Bioscience, Inc. Pass Through Service Agreement Terms and Conditions

1. TERM: This Agreement ("Agreement") shall be effective as of the date specified herein, upon acceptance by Tosoh Bioscience, Inc. (hereafter known as "TBI") at its Home Office in South San Francisco, California and shall continue in effect for the period specified on the face hereof unless sooner terminated in accordance with the provisions herein. This Agreement is not cancellable by Customer other than due to breach by TBI of a material term hereof and failure to cure such breach within thirty (30) days following Customer's notice specifying the breach. Refund due is calculated using current TBI Contract Refund Method.

2. DEFAULT: This Agreement may be terminated by TBI at any time without notice in event of any breach by the Customer specified under "Service Point Location," "Acct Name" on the first page hereof ("Customer") including, without limitation, failure by the Customer to make any required payments on the due date.

3. SERVICE: Except as otherwise provided herein, TBI shall furnish, at the installation site, all necessary parts (new or remanufactured) as determined by TBI's Field Service Engineer and/or TBI trained representatives and labor to restore the equipment to good operating condition. Parts which are considered by TBI as expendables or consumables ARE NOT included. When parts are replaced by TBI, the defective part shall become the property of TBI.

TBI shall perform ONE (1) "PM Call" annually. - A PM Call means an annual periodic maintenance visit during which the equipment is verified to perform to manufacturer's specifications. A PM Kit is included.

TBI shall respond to Customer (including by telephone) within 24 hours of Customer's service request (including any request for PM Call). Service will be performed only during TBI's normal working hours, Monday through Friday, excluding TBI holidays, from 8 AM to 5 PM (local site time). Customer will be billed for any service made outside of TBI's normal working hours at portal to portal rates. Please contact TBI Technical Support at 800-248-6764 to schedule the service.

4. CUSTOMER AGREES TO:

a) Perform routine maintenance recommended in TBI's operation manual, at the recommended intervals, for the equipment covered by this Agreement.

b) Furnish or reimburse TBI for parts and services, including even those to be furnished under Section 3 above, which are made necessary by (1) Customer's neglect, misuse or improper operation; (2) accident, fire, water, vandalism, electrical power failure or other casualty; (3) delays caused by Customer; (4) the action of any person other than a TBI authorized service representative; (5) Customer's failure to perform routine maintenance under Section 4a above; (6) modification of the equipment covered by this Agreement without the prior written approval of TBI; (7) unsuitable environmental conditions; or (8) the use of expendables or consumables not recommended by TBI.

5. RESTRICTIONS AND EXCLUSIONS: TBI's obligations under this Agreement do not include:

a) Parts or services other than those to be furnished under Section 3 above; 01NOV12

b) Parts or services, including even those to be furnished under Section 3 above, which are made necessary by (1) Customer's neglect, misuse or improper operation; (2) accident, fire, water, vandalism, electrical power failure or other casualty; (3) delays caused by Customer; (4) the action of any person other than a TBI authorized service representative; (5) Customer's failure to perform routine maintenance under Section 4a above; (6) modification of the equipment covered by this Agreement without the prior written approval of TBI; (7) unsuitable environmental conditions; or (8) repairs resulting from the use of expendables or consumables not recommended by TBI;

c) Installation or relocation of equipment; or

d) Operating supplies.

6. TERMS OF PAYMENT: All payments under this Agreement shall be made by Customer per terms stated on TBI's invoice. All applicable federal, state and local taxes now or hereafter assessed as a result of the performance of this Agreement shall be paid by the Customer.

7. OTHER SERVICES: All service and parts furnished by TBI outside the scope of Section 3 shall be billed at TBI's then current charges for such service and parts. Without limiting the foregoing, any repair or replacement needed after the Contract Period for parts furnished by TBI during the Contract Period is outside the scope of Section 3, and shall be billed at TBI's then current charges for such service and parts.

8. ACCESSORIES: Attached computers and computer monitors, unless necessary for control of the analyzer, are not covered by this Agreement. UPS and line conditioners are not covered by this Agreement.

9. CONDITION OF EQUIPMENT: Customer warrants that all equipment to be covered under this Agreement is in normal operating condition and not in need of overhaul or immediate repair prior to acceptance of this Agreement by TBI.

10. LIABILITY - TBI's total liability under this Agreement shall be limited to the fees paid by Customer under this Agreement. Without limiting the foregoing, TBI shall in no event be liable to Customer for special, incidental, punitive or consequential damages, including, but not limited to loss of production, profits, goodwill or work stoppages of any kind (whether arising in contract, tort, including negligence for any act or omission, strict liability, breach of warranty or otherwise) or because of any delay in TBI providing repair service. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WHICH EXTEND BEYOND THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT.

11. MISCELLANEOUS — This Agreement is governed by the laws of California (excluding principles of conflicts of law). No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. If this Agreement or any provision hereof shall be deemed in any way invalid, illegal, or unenforceable, its validity, legality and enforceability in all other respects shall not be in any way impaired.

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

SEPT-8-2016-726

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 Total Foot Care, P.C., to engage a Physician as an independent contractor to provide support for the provision of the County's outpatient clinic services in the amount of \$73,632.00.

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement ("Agreement") is entered into effective September 1, 2016 by and between Jefferson County, Alabama (the "County"), d/b/a Cooper Green Mercy Health Services and Total Foot Care, P.C. (the "Physician").

RECITALS

WHEREAS, the County provides medical services to patients of the County's outpatient clinics and wishes to engage Physician as an independent contractor to support the provision of the County's outpatient clinic services;

WHEREAS, Physician is licensed to practice medicine in the State of Alabama and is qualified to provide clinical services to County in accordance with the terms of this Agreement; and

WHEREAS, the County and Physician wish to enter into this Agreement for the provision of services contemplated hereunder;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

1. DUTIES AND OBLIGATIONS OF PHYSICIAN

1.1 Services. Physician shall perform the duties and responsibilities as set forth in Exhibit A. Physician shall perform all such duties and responsibilities ("Physician Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

1.2. License and DEA Registration. Physician must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Physician shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Physician represents and warrants to County that (i) he or she has never been debarred, suspended or excluded from a federal health care program (as defined at 42 U.S.C. § 1320a-7b(0)); (ii) he or she has never had civil monetary penalties levied against him or her by a federal health care program; (iii) he or she holds a valid, unrestricted license to practice medicine in the State of Alabama; and (iv) he or she is not currently the subject of any formal or informal investigation or disciplinary proceeding by any department or agency having jurisdiction over the professional activities of Physician in any state where Physician is licensed. Physician agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. Hours. The parties estimate that, on average, Physician duties hereunder will require a minimum average of 8 hours per week and a maximum average of 12 hours per week to be performed upon mutual agreement of both County and Physician.

1.5. Productivity. It is a material condition of this Agreement that Physician will be scheduled an average of twelve (12) to fifteen (15) patients per four hour clinic day. The productivity requirements set forth in this Section 1.5 are based upon such number of patients being available to be seen by Physician.

1.6. Compliance with Laws. This Agreement shall be carried out in compliance with all applicable laws, rules, and regulations, including, without limitation, those with respect to the following: (i) Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R. Part 80); and (ii) the protection of the rights of residents,

including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

2. DUTIES AND OBLIGATIONS OF COUNTY

2.1. Scheduling. County shall coordinate and schedule interdepartmental or committee meetings or conferences and notify Physician promptly of any anticipated need for her involvement therein.

2.2. Responsibility for Services Performed. County shall retain administrative responsibility for all services provided hereunder.

3. COMPENSATION

3.1. Compensation. County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$18.00 per hour not to exceed \$73,632 annually. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Physician shall provide invoices by the 5th of each month as set forth in Exhibit B (I & 2) for services provided along with a monthly schedule to be developed with the Cooper Green Mercy Ambulatory Care Administrator as set forth in Exhibit C. The County shall make payment no later than the 30th of each month.

3.1.1 Insurance. During the term of this Agreement, professional liability insurance shall be provided by the Physician in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide to County a certificate of insurance and comply with County risk management policies.

3.1.2 Assignment. Physician assigns to Jefferson County the sole and exclusive right to bill, collect, and receive the fees for all facility and professional fees incurred through the professional medical and clinical services rendered by Physician pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Physician agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF PHYSICIAN PERFORMS PROFESSIONAL SERVICES FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN HIS CAPACITY AS PHYSICIAN. ALL PROFESSIONAL FEES DUE TO PHYSICIAN FOR SUCH SERVICES WHICH ARE PERFORMED ON AN INDEPENDENT BASIS AND NOT IN HIS OR HER ROLE AS PHYSICIAN SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PARTY PAYOR. IN NO CASE SHALL ANY FEE PAID TO PHYSICIAN PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY PHYSICIAN TO HIS OR HER PATIENTS IN HIS CAPACITY AS AN INDEPENDENT PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term"). This Agreement may be renewed for additional two one year term(s) with the mutual agreement of the County and the Physician.

4.2 Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Physician with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Physician cures the breach to the County's satisfaction within ten (10) days of Physician's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

d. The Physician fails to comply with the policies and procedures of County; or

e. The Physician fails to diligently perform all obligations under this Agreement, including but not limited to the specific duties set forth in Exhibit A of the Agreement; or

f. The Physician breaches any provision, warranty, or representation set forth in the Agreement; or

g. The Physician engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or

h. The Physician attempts to assign this Agreement without the written consent of the County.

4.4. Immediate Termination. The County may terminate this Agreement immediately upon notice to Physician of the occurrence of any one of the following events:

a. Physician dies or becomes disabled for a ten (10) day period or more; or

b. The County ceases operations or if the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or

c. The Physician's license to practice medicine in any state is suspended, revoked or terminated, or any state's Board of Medical Examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such license or for the purpose of considering any of the foregoing; or

d. The Physician's authority to prescribe any controlled substance or drug is suspended, revoked, or terminated, or any authorized governmental agency initiates any proceeding or investigation for the purposes of suspending, terminating or revoking an such authority or for the purpose of considering any of the foregoing; or

e. The Physician is convicted of a felony. For purposes of this section, "convicted" shall have the same definition as that contained in 42 U.S.C. § 1320a-7(i); or

f. The County determines in its sole discretion that continuation of this Agreement would jeopardize the health or safety of any County patient.

4.5. Termination by Physician. The Physician may terminate this Agreement for cause upon breach of this Agreement, which shall include the County's failure to comply with the compensation provisions set forth in Section 3 of this

Agreement, by providing written notice to the County. This Agreement shall terminate as set forth in such notice unless the County cures the breach within ten (10) days of its receipt of the written notice. Physician may also terminate this Agreement upon thirty (30) days written notice in the event that the Physician becomes unable, for any reason, to continue to perform the services required by this Agreement.

4.6. Impact of Termination. In the event that either the County or the Physician terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this Section 4.6 shall survive termination of this Agreement.

5. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Physician shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Physician. All such payments, withholdings, and benefits are the responsibility of Physician, and Physician shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Physician Financial Relationships. Physician represents and warrants that neither Physician nor an immediate family member of Physician has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health Services" which may be reimbursed in whole or in part under the Medicare or Medicaid programs. For purposes of this paragraph, "Designated Health Services" means: Urgent Care and Ambulatory Care services, clinical, surgery services, physical therapy services, occupational therapy services, radiology services (including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services); radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services; outpatient prescription drugs; and inpatient and outpatient hospital services. "Financial Relationship" means an ownership or investment interest in the entity or a compensation arrangement with the entity, as defined in 42 U.S.C. §§1395nn (a) (2) & (h). Physician further represents and warrants that neither Physician nor an immediate family member of Physician will enter into any additional Financial Relationship described in this paragraph during the term of this Agreement without the prior written approval of the County.

5.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5.4. No Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision hereof.

5.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Physician's consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services to such related entity. Physician may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. Confidentiality. All documentation and records relating to County's patients shall be and remain the sole property of County, subject to the resident's rights in such records. Neither Physician nor any of his or her staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by County or the patient in writing, any resident or medical record information regarding County's patients, and Physician shall comply with all federal and state laws and regulations and all County policies regarding the confidentiality of such information. County shall provide copies of its confidentiality policies to Physician upon request.

5.7. Notices. Any and all notices required or permitted to be given under this Agreement will be deemed given if furnished in writing and personally delivered or if sent by certified or registered mail, postage prepaid addressed to the party to whom notice is being given as follows (or to such other address or addresses as may from time to time hereafter be designated by the parties in writing by like notice):

If to Physician:

Total Foot Care, P.C.
Courtney Winston, DPM
1930 Edwards Lake Rd
Birmingham, AL 35235

If to County:

County Manager Suite 251
Jefferson County Courthouse
716 Richard Arrington Blvd. N.
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney
Suite 280 Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, or similar document.

5.8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Physician to refer any patients to, or order any goods or services from the County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

5.10. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement.

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

5.12. Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel, and by an authorized representative of the Physician.

5.13. Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

5.14. Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

5.15. Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x (v) (1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the County, its representatives by virtue of this Agreement.

5.16. Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

5.17. Confidentiality and Disclosure of Patient Information. The Physician acknowledges that in the course of providing the services called for by this Agreement he may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Physician may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the County Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Physician discloses this PHI to another person or entity, the Physician must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Physician will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Physician becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Physician of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Physician on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Physician provides PHI received from, or created or received by the Physician on behalf of the County agree to the same restrictions

and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Physician on behalf of the County that the Physician maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Physician will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Physician. The obligations of this Section 5.17 shall survive the termination of this Agreement.

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

5.19. **County Funds Paid.** The County and Physician certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Surgeon nor any of either's officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any-thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

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

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

IN WITNESS HEREOF, Physician and County have executed this Agreement as of the day and year first above written.

TOTAL FOOT CARE, P.C.
Courtney Winston, DPM
Date: 7/20/16

JEFFERSON COUNTY, ALABAMA:
James A. Stephens, President
Date: 9/8/16

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

SEPT-8-2016-727

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Public Works Construction Contract between Jefferson County, Alabama and GKL Companies, Inc., for the purpose of replacing the existing roofing system located at the Jefferson County Courthouse Bridge Roof M and N, Birmingham, Alabama. The work was properly advertised and bid in compliance with the State of Alabama Code Title 39. Amount of Contract \$97,000.00.

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

SEPT-8-2016-728

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Public Works Construction Contract between Jefferson County, Alabama and Quality Architectural Metal & Roofing for the purpose of replacing the existing roofing system located at the Jefferson County Operations Center, Tarrant, Alabama. The work was properly advertised and bid in compliance with the State of Alabama Code Title 39. Amount of Contract \$730,990.33.

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

SEPT-8-2016-729

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Public Works Construction Contract between Jefferson County, Alabama and Pool & Company Architects, LLC., for the purpose of rehabilitation of the 2121 Building. The project will include life safety and high rise code compliance upgrades, roof replacement, window replacement, and exterior improvements and parking deck repairs. Amount of Contract \$1,000,000.00.

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

SEPT-8-2016-730

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the FY 2016 roofing program contracts which includes;
GS-R16.1 Operations Center
GS-R16.3 Courthouse Bridge, roofs M and N

The Director shall present for the Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

SEPT-8-2016-731

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute Amendment #9 is to extend time of agreement 90 days and amend the agreement between Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-UO2-WHL). This amendment shall add additional construction observation days to the agreement. The cost associated with this amendment shall be \$4,000. The total cost associated with agreement shall be \$71,000. The new completion date is October 25, 2016. All other terms and conditions shall remain the same. This project is funded with Federal CDBG funds.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #9

This is an Amendment #9 to the Contract by and Between Jefferson County, Alabama through the Department of Human-Community Services & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 201 1.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor wishes to amend the contract;
NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:
The contract between the parties which was approved by the Jefferson County Commission on

September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, and amended June 18, 2015, Minute Book 168, Page 188 and amended September 10, 2015, Minute Book 168, Pages 489 and 490, and amended February 4, 2016, Minute Book 169, Page 266, and as amended on April 21, 2016, in Minute Book 169, Page 487, is hereby amended as follows:

The purpose of this Amendment #9 is to extend time of agreement 90 days and amend the agreement between Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-UO2-WHL). This amendment shall add additional construction observation days to the agreement. The cost associated with this amendment shall be \$4,000. The total cost associated with agreement shall be \$71,000. The new completion date is October 25, 2016. All other terms and conditions shall remain the same. This project is funded with Federal CDBG funds.
JEFFERSON COUNTY, AL

James A. Stephens, President Jefferson County Commission

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

SEPT-8-2016-732

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #9 and Amendment #8 is to extend the construction time 90 days due to weather delays and the City of Bessemer asked for a temporary pause in construction for clarity related West Highland Water Line Project (CDBG10-03J-UO2-WHL). The cost associated with this amendment is \$0. The total cost of the project shall be \$506,435.00. The new completion date shall be October 25, 2016. All other conditions and terms shall remain the same. This project is funded by federal CDBG funds

ADOPTED: September 8, 2016.

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

SEPT-8-2016-733

WHEREAS, United Way of Central Alabama desires to provide Supportive Services to Adult and Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Workforce Innovation and Opportunity Act (WIOA) Supportive Services agreement with United Way of Central Alabama.

Supportive Services for the Adults \$425,000.00, and Dislocated Workers, \$50,000.00, totaling the amount of \$475,000.00. The agreement shall be in effect from July 1, 2016 to June 30, 2017.

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

SEPT-8-2016-734

WHEREAS, a mortgage was executed by Tara Ann Lee for the purchase of a property at 401 63'.d Street aka 401 Jerry D. Coleman Street, Fairfield, AL 35064 and recorded on August 4, 2003 in Real 200362, Page 8433 in the Probate Office of Jefferson County, Alabama, Bessemer Division;

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

SEPT-8-2016-735

WHEREAS, a Promissory Note and related Financing Documents were executed by Linda Gary (Maker) for the purchase of a property at 2241 1st Street NW, 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 Linda Gary in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

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

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

SEPT-8-2016-736

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Trafford Road Improvements Project (CD14-03K-M-TRI), such bids having been opened on June 21 , 2016, and listed as follows:

Contractor	Base Bid	Notations	Total Bid
Southeastern Sealcoating Inc.	\$149,833.00	none	\$149,833.00

WHEREAS, after tabulation by Mott MacDonald, and consideration by the Jefferson County Office of Human-Community Services & Economic Development, it has been recommended that the contract be awarded to the lowest and only responsible bidder, Southeastern Sealcoating, Inc., for a negotiated amount of \$1 18,891 .00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Trafford Road Improvements Project (CD14-03K-M-TRI) to Southeastern Sealcoating, Inc., for a negotiated amount of One Hundred Eighteen Thousand Eight Hundred Ninety One and 00/100 Dollars. This project will be funded with federal CDBG and county funds. This project is from the Program Year 2014.

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

SEPT-8-2016-737

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute any and all documentation relating to the transfer and conveyance of that certain real property owned by Jefferson County, Alabama and located at 601 McDonald Chapel Road, Fultondale, Alabama 35068 ("Property") to the City of Fultondale, Alabama for purposes of the construction of a public storm shelter; and

NOW, THEREFORE, BE IT RESOLVED, that the President of the Jefferson County

Commission is hereby authorized to execute all documents relative to such transfer and conveyance of the Property.

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

SEPT-8-2016-738

WHEREAS, the Jefferson County Commission has been designated by the Federal Government as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #260302 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with RHA1-Birmingham to make rental payments on behalf of Program Participant #260302 for an amount not to exceed \$4,032.50;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and RHA-1Birmingham for an amount not to exceed Four Thousand Thirty-Two Dollars and Fifty Cents (\$4,032.50). This agreement is from Program Year 2014.

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

SEPT-8-2016-739

WHEREAS, the Jefferson County Commission has been designated by the Federal Government as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #71160 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Fairfield AL Housing Authority to make rental payments on behalf of Program Participant #71160 for an amount not to exceed \$972.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Fairfield AL Housing Authority for an amount not to exceed Nine Hundred Seventy-Two Dollars and no cents (\$972.00). This agreement is from Program Year 2014.

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

SEPT-8-2016-740

WHEREAS, the Jefferson County Commission has been designated by the Federal Government as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #263176 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Livingston Oaks Apartments to make rental payments on behalf of Program Participant #263176 for an amount not to exceed \$2,135.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Livingston Oaks Apartments for an amount not to exceed Two Thousand One Hundred Thirty-Five dollars and no cents (\$2,135.00). This agreement is from Program Year 2014.

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

SEPT-8-2016-741

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the original agreement between Jefferson County, Alabama and Corporate Cost Control for the purpose of providing unemployment cost control services for the Jefferson County Commission in the amount of \$5,600.00.

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

SEPT-8-2016-742

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter(s) approved by the Jefferson County Personnel Board.

Think Guard	\$23,988.00
Tim Allen Paints	\$19,500.00
Technical Innovation	\$429,360.82

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

SEPT-8-2016-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the original agreement between Jefferson County, Alabama and R. Scott Allen for professional services in the amount of \$40,000.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT #1 TO PERSONAL SERVICE CONTRACT TO PROVIDE
JEFFERSON COUNTY ROADS AND TRANSPORTATION
ADDITIONAL APPRAISAL SERVICES FOR THE TOPICS VIII SITE 1 PROJECT NO. STPBH-9802 (88)

This amendment agreement shall AMEND the Scope of the following:
Original AGREEMENT, dated August 27, 2015, Minute Book 168 Page 414-416

WITNESSETH

Whereas, the COUNTY desires to incorporate additional services of CONTRACTOR to complete the project under provisions of Section 10 — Amendment of Agreement.

NOW, THEREFORE, The COUNTY and CONTRACTOR hereby AMEND the said AGREEMENT as follows:

I AMENDMENT TO SECTION 2 SCOPE OF SERVICES

1. Perform appraisals for Tracts 29, 30, and 31 TOPICS VIII Site 3.

II AMENDMENT TO SECTION 3 TERMS OF AGREEMENT

2. This work is to be completed within 60 days of the notice to proceed.

III AMENDMENT TO SECTION 4 COMPENSATION

Tract 29	\$1,500.00	Partial Appraisal
Tract 30	\$1,500.00	Partial Appraisal
Tract 31	\$1,500.00	Partial Appraisal

Updates of partial appraisal to full or "complete" appraisals will be based on the following payment schedule:

Tract 29	\$2,500.00	Full Appraisal
Tract 30	\$2,500.00	Full Appraisal
Tract 31	\$2,500.00	Full Appraisal

Total Amendment Amount Not to exceed \$7,500.00 Plus, any court time payable per submission of an approved invoice

ALL OTHER TERMS, SECTIONS, ARTICLES OF ORIGINAL EXECUTED CONTRACT DATED AUGUST 27, 2015 SHALL REMAIN IN EFFECT.

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

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

CONTRACTOR
R. Scott Allen

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

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

SEPT-8-2016-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Title Services Agreement between Jefferson County, Alabama and Jefferson Title Corporation to provide a variety of Title Services for various Jefferson County Departments and members of the PACA in the amount of \$35,000.00.

THIS AGREEMENT entered into this 1st day of April, 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson Title Corporation, located at 3500 Colonnade Pkwy, Suite 350, Birmingham, Alabama 35243, hereinafter called "the Contractor". The effective date of this agreement shall be the 1st day of April, 2016 and will expire on the 31st day of March, 2019.

WHEREAS, the County desires to contract for "TITLE SERVICES" for the Jefferson County Commission for Roads & Transportation (Right of Way) and other county entities, hereinafter called "the County"

WHEREAS, the Contractor desires to furnish said TITLE SERVICES to the County;

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

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

SCOPE OF WORK: This Contract results from Jefferson County's Request for Proposal 49-16 dated March 8, 2016 the terms of which are included herein by reference. The Contractor shall provide the following:

The Jefferson County Commission requires the following title services on a regular basis:

Title Commitment

Chain of Title

Title Policy

Title Search

Title updates for Commitments and Policies

1. Offerors must maintain and have at their disposal sufficient record capabilities to insure complete title information.
2. If the successful offeror does not have sufficient record capability to research back to the original patent from the U.S. Government, he shall be allowed to certify title at his liability.
3. Title Company must ensure case numbers cross reference with deed(s) and/or title(s).
4. All copies submitted by vendor must be legible clear copies. Copies that are not legible will be returned.
5. Commitments will contain a list of all liens affecting subject property and a copy of the Last Deed of Record.
6. The Title commitments shall conform to the same form of title commitment used to commit for title insurance. Title commitments shall have Project Name, Purchase Order Number and Tract Number listed. Last deed of record shall be included with each commitment.
7. The Chains of Title shall conform to the following requirements:
The first page shall be in the form of a certificate showing the title company name and address, the project name, the tract number, and the purchase order number.
The certificate shall certify without liability that the title company has examined its record and that information relating to the subject property is shown from a certain date to the date of the certificate.
The period of time covered by the search will be a period that, in the opinion of the title company, is sufficient to show the apparent record owner and any outstanding encumbrances against the property.
8. Commitments may be rolled to title policy with no more than seven (7) calendar days.
Rolled means a written notice given by the department requesting that a Commitment be changed to a policy and properly identified by number and the fee for the Commitment will reduce equal the fee for the policy.
9. Any known or suspected problem with the title will be specifically noted within the use of catchall phrases so that the department of order may understand how to clear up any defects.
10. All orders will be made in writing, whether mailed, emailed, or faxed, with date of order, name of ordering department, contact person and phone number, and purchase order number. Each order will give directions for delivery and an account number to which the order is to be charged.

DELIVERY

Will be to locations as specified on purchase orders. Delivery must be made on the following schedule (a requirement for award):

1-4 Commitments - 10 days maximum 5-10 Commitments - 14 days maximum 11-15 Commitments - 21 days maximum 16-Infinity Commitments - 28 days maximum

TERM OF CONTRACT: The Contractor shall provide Title Services to the Jefferson County Commission within the time frame as negotiated between both parties after the effective date of this contract. The contractor will provide ongoing support until the end of the contract. The completion date of all services under this Contract shall be three (3) years from the effective date, ending on March 31, 2019.

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

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

STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

COMPENSATION: The Contractor shall be compensated for services rendered at the cost shown In Schedule "A" entitled "Compensation" upon submission of an itemized invoice. Contract not to exceed \$105,000 for the three (3) year period.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason.

LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees that any liability for title services that do not result in final title policy shall be limited to the cost of the title report/commitment. Contracting party liability for title services that result in a final title policy shall be determined by the terms, conditions and indemnification provisions as described in the Title Insurance Policy. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and neither the County nor the User Department(s) will be obligated for same under this contract.

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

INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence \$1,000,000 - Bodily injury and property damage combined aggregate \$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage any automobile including hired and non-owned vehicles Workers Compensation and Employers Liability: \$100,000 - Limit each occurrence Umbrella Coverage:

\$1,000,000 - Each occurrence \$1,000,000 — Aggregate

Added Additional Insured by Endorsement: Jefferson County, Alabama 30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the ITB/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

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

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

COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party

found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

SEPT-8-2016-745

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Human-Community Services and Economic Development, the President of the Commission is hereby authorized to execute conveyance of a line Easement Agreement to Alabama Power Company to provide electrical services for a light pole on County property. This property is identified as Edgewater Park and is currently leased to Great Western Development.

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

Communication was read from Roads and Transportation for a request from the following utility companies for Excavation Permits:

- Request from Birmingham Water Works Board to install 1,400' of 4" and 6" water main along Mann Drive and Mann Place in Robinwood/Tarrant.
- Request from Windstream KDL, Inc., to install 216' of fiber optic cable along Lakeshore Parkway and Wenonah Oxmoor Road.
- Request from Windstream KDL, Inc., to install 640' of fiber optic cable on Kilsby Circle off of Hwy. 150.
- Request from A T & T Corporation to install 500' of buried cable at 307 Shades Crest Road.
- Request from A T & T Corporation to install 625' of buried cable at 3090 Healthy Way and Old Looney Mill Road.

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

SEPT-8-2016-746

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and owners Laurie and Bradley McGill regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

**CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES**

THIS AGREEMENT made as of the 8th day of September, 2016, by and between JEFFERSON COUNTY, ALABAMA (the "County") and Laurie and Bradley McGill (the "Owner").

R E C I T A L S:

Owner is the owner of real property of Lot 3, Calton Hill at Mountain Brook, recorded in Map Book 239, Page 9, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner has installed a retaining wall, rock steps with brick balustrade, brick ledge for pavement and an irrigation control valve over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Lot 3. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement

Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

SEPT-8-2016-747

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and owner NJK, LLC regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the 8th day of September, 2016, by and between JEFFERSON COUNTY, ALABAMA (the "County") and NJK, LLC (the "Owner").

R E C I T A L S:

Owner is the owner of real property of Lot 4, Calton Hill at Mountain Brook, recorded in Map Book 239, Page 9, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner has installed a portion of a one story brick building and foundation support, rock facade on side of building, rock steps with brick balustrade and a brick ledge for pavement over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving Calton Hill Subdivision. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse

possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

SEPT-8-2016-748

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

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

SEPT-8-2016-749

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Amelia Shrader in the amount of Twenty Three Thousand Seven Hundred and 00/1 00 (\$23,700.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Amelia Shrader and Cross & Smith, LLC, in the amount of \$23,700.00 and forward it to the County Attorney for disbursement.

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

SEPT-8-2016-750

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer back up claim(s) for the following be and is hereby approved.

- | | |
|-----------------|------------|
| a) Randall Fico | \$7,000.00 |
| b) Elvira Gibbs | \$2,257.50 |

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

SEPT-8-2016-751

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reimbursement of plumber and sewer charges claim of Rich Saari in the amount of One Thousand Two Hundred Eighty Eight and 03/100 (\$1 ,288.03) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Rich Saari in the amount of \$1 ,288.03 and forward it to the County Attorney for disbursement.

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

SEPT-8-2016-752

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim(s) for the following be and is hereby approved.

- c) Johnathan M. Wallace \$1,367.10
- d) Janice Engle \$447.00

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

SEPT-8-2016-753

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of John A. Gordon in the amount of Nine Thousand Eighty Nine and 03/100 (\$9,089.03) Dollars.

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

SEPT-8-2016-754

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the new unclassified position of Board of Equalization Assistant County Attorney be created to represent the State and the Board of Equalization of Jefferson County in all tax appeals filed in the Birmingham and Bessemer Divisions of Jefferson County pursuant to Alabama Code § 40-3-25 and/or the Expeditious and Economical Tax Appeals Act. The salary for Board of Equalization Assistant County Attorney will be \$1 1 5,000 plus fringe benefits.

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

SEPT-8-2016-755

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for Assistant Attorney Brent Grainger be increased to One Hundred Thirty Five Thousand Twenty Four and 75/100 (\$135,024.75) Dollars effective September 1, 2016.

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

SEPT-8-2016-756

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Memorandum of Understanding between Jefferson County and the Alabama Department of Revenue for the Department of Revenue to reimburse the County on a pro rata basis from the Reappraisal Fund to compensate the Board of Equalization County Attorney handling Board of Equalization appeals for the State and the County under Alabama Code § 40-3-25 is approved and the President is authorized to execute said Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding ("MOU) is entered into between the Alabama Department of Revenue (hereinafter the "Revenue Department"), the Jefferson County Attorney (hereinafter the "County Attorney"), and Jefferson County. Alabama for the benefit of the Board of Equalization (hereinafter the "BOE"), and is intended to memorialize an agreement whereby the County Attorney will provide and assign a full-time Assistant County Attorney position to be funded by the Reappraisal Fund to represent the State of Alabama and/or the BOE in all tax appeals filed pursuant to Alabama Code § 40-3-25 and/or the Expeditious and Economical Tax Appeals Act. The Revenue Department, the County Attorney, and the BOE expressly acknowledge and agree to the following:

1. At all times prior to this MOU, Deputy District Attorneys employed in the Birmingham Division and the Bessemer Divisions of Jefferson County defended the State of Alabama and/or to BOE in ail tax appeals filed in the Birmingham and Bessemer Divisions of Jefferson County pursuant to Alabama Code § 40-3-26. In order to accomplish this, a Deputy District Attorney was assigned to defend the State of Alabama and/or the BOE, in conjunction with other civil and criminal responsibilities.
2. Due to the recent passage of Act 2016-127 by the Alabama Legislature, the Jefferson County Commission is now responsible for securing legal counsel to represent the State and County in all property tax cases appealed to the Circuit Court in the County.
3. Therefore, its hereby agreed that the County Attorney will provide a designated Assistant County Attorney (hereinafter the "110E Attorney") who will represent the Slate of Alabama and/or the BUE in all tax appeals filed in the Birmingham and Bessemer Divisions of Jefferson County pursuant to Alabama Code § 40-3-25 and/or the Expeditious and Economical Tax Appeals Act.
4. The BOE Attorney shall enter an appearance and provide a defense of the State of Alabama and/or the BOE in every case as described in paragraph 3 herein. Responsibilities will include, but are not limited to, filing responsive pleadings, filing pre-trial motions taking and defending depositions, conduction pre-trial investigations where appropriate, attending trials and handling post-trial appeals when necessary. These responsibilities shall be prioritized over all other work handled by the BOE Attorney for the County Attorney. If requested by the County Attorney and subject to the above the BOE Attorney may also perform duties within the County Attorney's Office at the direction of the County Attorney. The BOE Attorney shall maintain a time log for all duties performed at the direction of the County Attorney and the County shall reimburse the State for such time spent at an hourly rate of \$55.29. It is understood that lithe BOE Attorney performs work for an entity other than the BOE for legal defense, the cost for such work will be prorated accordingly from his salary and fringe benefits in the above mentioned manner.
5. The BOE Attorney shall be compensated by the County Attorney as a Count employee with all of the benefits included therein. The Revenue Department and the BC shall reimburse the County Attorney for any and all such compensation, inclusive of salary, benefits, and some continuing education from the Reappraisal Fund on an annual basis as provided in Attachment A.
6. The County Attorney shall provide the BOE Attorney with office space, office furniture, office supplies, and computer and phone equipment,
7. The BOE Attorney shall be an employee of the County Attorney and as such will be required to adhere to all policies and procedures of the County Attorney, including, but not limited to vacation, sick leave, general attendance, etc. The BOE Attorney shall be classified as an "at will County employee.
8. This agreement shall remain in full force and effect so long as the Revenue Department and the 80E are able to fully fund the BOE Attorney position with funding from the Reappraisal Fund or from an alternative source. In the event that the Revenue Department and the BOE are no longer able to fund the BOE Attorney position. The County Attorney agrees to provide representation of the State and/or the BOE in the manner provided prior to this agreement in accordance with Alabama Code § 40-3-26 The Revenue Department and the BOE agree to provide the County Attorney with at least three (3) months advance notice prior to requesting such change to the representation.
9. This agreement represents the entire agreement between the parties and can only be altered, amended, or terminated by the express written consent of the parties herein.
Entered into this the 8th day of September, 2016.

CAROL SUE NELSON
Jefferson County Attorney
Jefferson County, Alabama

DERRICK COLEMAN
Director Property Tax Division
Alabama Department of Revenue

JAMES A. STEPHENS. President
Jefferson County Commission

MARIA KNIGHT. Chairman
Jefferson County Board of Equalization

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

SEPT-8-2016-757

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange between, Jefferson County, AL and United States Steel Corporation for a sanitary sewer easement for Hoover Fire Station No. 2. This deed is to correct the alignment of an existing sanitary sewer easement acquired by Instrument 200662/15984 for a new sanitary sewer right of way.

PROJECT NAME:

Hoover Fire Station No. 2

THIS INSTRUMENT PREPARED BY: Derek S. Meadows, P.L.S.

Gonzalez-Strength and Associates, Inc. 2176 Parkway Lake Drive Hoover, AL 35244

DEED OF EXCHANGE
FOR
SANITARY SEWER RIGHT-OF-WAY

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, United States Steel Corporation, a Delaware corporation does hereby grant, and convey unto the said Jefferson County, a Political Subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub-outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A parcel of and situated in the Southeast-1/4 of the Northeast-1/4 of Section 15, Township 19 South, Range 3 West, Jefferson County, Alabama, said parcel being twenty (20) feet in width and lying ten (10) feet adjacent to, parallel to, and abutting the following described centerline:

Commence at the Northeast corner of the Southeast-1/4 of the Northeast-1/4 of said Section 15 and run West along the North line thereof for a distance of 111.07 feet; thence leaving said North line, deflect left 83°-35'-34" and run Southwest for a distance of 123.78 feet; thence deflect left 04°-01'-31" and run in a Southerly direction for a distance of 129.17 feet; thence deflect right 94°-00'-52" and run in a Northwesterly direction for a distance of 158.29 feet; thence deflect left 92°40'-20" and run in a Southerly direction for a distance of 59.07 feet; thence deflect left 30°49'40" and run in a Southeasterly direction for a distance of 29.81 feet to the POINT OF BEGINNING of the centerline herein described; thence deflect right 180°-00'-00" and run in a Northwesterly direction for a distance of 29.81 feet; thence deflect right 30°49'40" and run in a Northerly direction for a distance of 59.07 feet to the end of said centerline. Said parcel contains 1,777 square feet or 0.04 acres more or less. Less and except any portion which may lie within Lot 1, Fire Station No. 2 Survey, as recorded in Map Book 42, Page 30, in the Office of the Judge of Probate, Jefferson County, Alabama.

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

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

United States Steel Corporation, covenant with Jefferson County that it has good right to convey the same

IN CONSIDERATION OF THE ABOVE CONVEYANCE, Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby remise, release, quit claim, and convey to the said United States Steel Corporation, a Delaware corporation, all rights, title, interest, and claim in or to the following described real estate (except any portion lying within the above described parcels of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), each taking title to only that part of the below described property within their existing perimeter boundaries, and each disclaiming any ownership to said property within the perimeter boundaries of the others property, such property being more particularly described as follows, to-wit.

The part conveyed in Deed Book LR200662 Page 15984 as described as follows:

A parcel of land situated in the Southeast quarter of the Northeast quarter of Section 15, Township 19 South, Range 3 West Jefferson County, Alabama, said parcel being 20 feet in width and lying 10 feet adjacent to, parallel to and abutting the following described centerline:

Commence at the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 15 and run West along the North line thereof for a distance of 111.07 feet; thence leaving said North line deflect left 83° 35' 34" and run Southwest for a distance of 123.78 feet; thence deflect left 04° 01' 31" and run in a Southerly direction for a distance of 129.17 feet; thence deflect right 94° 00' 52" and run in a Northwesterly direction for a distance of 161.15 feet;

thence deflect left 92° 47' 08" and run in a Southerly direction for a distance of 63.37 feet; thence deflect left 23° 29' 31" and run in a Southeasterly direction for a distance of 20.00 feet to the POINT OF BEGINNING of the centerline herein described; thence deflect right 180° 00' 00" and run in a Northwesterly direction for a distance of 20.00 feet; thence deflect right 23° 29' 31" and run in a Northerly direction for a distance of 115.63 feet to the end of said centerline. Said parcel contains 2,712 square feet or 0.06 acres more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 8th day of September, 2016.

United States Steel Corporation
 BY: W.L. Silver
 Its: Director -Real Estate, Southeast, USS
 Real Estate, a division of United States Steel Corporation

James A. Stephens, President
 Jefferson County Commission

Attest: Millie Diliberto
 Minute Clerk

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

SEPT-8-2016-758

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 Red Mountain Park Fund, Inc. in the amount of \$1,500.00.

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Red Mountain Park Fund, Inc. ("Red Mountain Park"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Red Mountain Park is a 501(c)(3) organization which seeks funding for initiatives, capital development and programs planned for fiscal year 2016; and

WHEREAS, Red Mountain Park meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on August 31, 2017.
 2. The County shall pay to Red Mountain Park a lump sum payment of \$1,500.00 upon execution of this agreement.

3. Red Mountain Park shall use the public funds to assist in funding initiatives, capital development and programs planned for fiscal year 2016 as provided in their application.

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

4. Red Mountain Park shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

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

6. The Red Mountain 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 Red Mountain 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 Red Mountain Park nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing

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

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

James A. Stephens, President

Jefferson County Commission

THE RED MOUNTAIN PARK FUND

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

SEPT-8-2016-759

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 City of Warrior, Alabama in the amount of \$1,200.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Warrior, Alabama ("Warrior"), applied for a grant of funds for \$1,200.00; and

WHEREAS, Warrior is a municipality located within Jefferson County, Alabama, which seeks funding to assist in the purchase of an outdoor swing for the Warrior Senior Center; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,200.00 to Warrior, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2017.
2. The County shall pay to Warrior a lump sum payment of \$1,200.00 upon execution of this agreement.
3. Warrior shall use the public funds to assist in purchasing an outdoor swing for the Warrior Senior Center. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Warrior shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

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

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

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

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

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

James A. Stephens, President
Jefferson County Commission

Johnny Ragland
CITY OF WARRIOR, ALABAMA

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

SEPT-8-2016-760

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 City of Gardendale, Alabama 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, the City of Gardendale, Alabama ("Gardendale"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Gardendale is a municipality located within Jefferson County, Alabama, which seeks funding to assist in the purchase of sound equipment for the Gardendale Senior Center; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,000.00 to Gardendale, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2017.
2. The County shall pay to Gardendale a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Gardendale shall use the public funds to assist in purchasing sound equipment for the Gardendale Senior Center.

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

4. Gardendale shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

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

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

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

James A. Stephens, President
Jefferson County Commission

Stan Hogeland, Mayor
CITY OF GARDENDALE, ALABAMA

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

SEPT-8-2016-761

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission Districts be authorized to carry-over any and all Community Grant Funds remaining at the end of FY2016 to remain for use in FY2017, in the respective Commission Districts.

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

SEPT-8-2016-762

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 UCP of Greater Birmingham 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, United Cerebral Palsy of Greater Birmingham, Inc. ("UCP"), applied for a grant of funds for \$2,500.00; and

WHEREAS, UCP is a 501(c)(3) organization which seeks funding for scholarships for children with disabilities six weeks to four years of age who are enrolled in UCP's Hand in Hand Early Learning Program; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the UCP and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2017.
2. The County shall pay to UCP a lump sum payment of \$2,500.00 upon execution of this agreement.
3. UCP shall use the public funds to assist in funding for scholarships for children with disabilities six weeks to four years of age who are enrolled in UCP's Hand in Hand Early Learning Program.

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

4. UCP 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 September 30, 2017, whichever shall occur first.

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

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

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

James A. Stephens, President
 Jefferson County Commission
 UNITED CEREBRAL PALSY OF GREATER BIRMINGHAM

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

UNUSUAL DEMAND REPORT
 SEPT 8, 2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	134557	PAULA S. LAWSON	RETIREE'S SON TURNED 26 APRIL 2016. REIMBURSE PREM	44.34	170188	6220
TOTAL					44.34		
10001003	COMMISSIONER DISTRICT 3	132759	USI INSURANCE SERVICES LLC	Notary Bond	50.00	168175	5949
TOTAL					50.00		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	RET TRVL-E.WOODIS-4 24 16 TN BATCH 5740 ADD'L DUE	23.06	166440	5740
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Reimb. parking fee B. Brooks & M. White training	20.00	169937	6177
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Postage reimb. for Titles	254.96	169949	6178
10001100	REVENUE	100516	BRUCE THOMPSON	Travel reimbursement 0709-072416	255.98	169795	6166
10001100	REVENUE	101854	WESLEY SCOTT MOORE	REIMBURSE TRAVEL 072316-073116	83.98	169764	6165
TOTAL					637.98		
10001200	COUNTY ATTORNEY	100906	ALA DEPT OF PUBLIC SAFETY	OGLESBY V. JEFFCO - DRIVING RECORD	5.75	169437	6110
10001200	COUNTY ATTORNEY	134568	CLERK, MIDDLE U.S. DISTRICT COURT	RENEWAL FEE	50.00	169426	6110
TOTAL					55.75		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - HELPDESK SUPPLIES	184.44	169969	6184
TOTAL					184.44		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR PARKING CHARGE ERROR	12.00	169733	6156
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SANDSTONE FOR BHCH ANNEX REVENUE	26.80	169838	6172
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 2-1/4" DRILL BITS FOR BHCH FLAT LOT	11.98	169841	6173
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MASONRY AND DRILL BITS FOR BHCH FLAT LOT	21.56	169842	6174
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO PALLETS OF SOD FOR BHCH FLAT LOT	365.04	170157	6216
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SPRINKLERS AND HATCHETS FOR GSOC GRNDS	47.16	170158	6217
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SAUSAGE AND PLASTIC TIP FOR BHCH	13.72	170487	6272
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FUEL, FUEL LINE, FUEL CLAMPS FOR BHCH LO	14.07	170488	6273
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SNAKE HOSE & SPRINKLER FOR BHCH FLAT LOT	20.98	170686	6291
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED GLASS FOR FAMILY COURT	358.00	170878	6320
TOTAL					891.31		
10002404	GEN SERVICES-UTILITIES	133543	BROWN MECHANICAL CONTRACTORS, INC	G1504 - TOM GLOOR - REIMBURSE POWER BILLS	19765.18	169636	6144
TOTAL					19765.18		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	MILLER MFG RECEIPT#377504	100.00	169618	6138
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	MILLER MFG RECEIPT#377503	100.00	169621	6138
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	OFFICE DEPOT TRN 2096	63.79	170329	6238
TOTAL					263.79		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	SAM'S CLUB TC#87487470889103415368	43.78	169237	6097
TOTAL					43.78		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART TC 16930409184572723248	59.00	169234	6095

TOTAL					59.00		
10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniforms for Security Guard/Food for Residents	460.60	170795	6307
TOTAL					460.60		
10004300	CORONER	100193	JEFFERSON CO TREASURER	08/18/16-08/18/16	10.99	169694	6151
TOTAL					10.99		
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	UDPC mileage	8.64	170194	6222
TOTAL					8.64		
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Sheet protectors, internet photo	114.60	170246	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Binders	99.80	170247	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	S. Moon parking at training	10.00	170251	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Registration-Live Life Well Workshop	60.00	170253	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	R. Lynch - Registration Live Life Well Workshop	60.00	170257	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	M. Wright - Registration Live Life Well Workshop	60.00	170259	6229
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	G. Reasor - MH Spring Workshop Registration	60.00	170260	6229
TOTAL					464.40		
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Calculator for cashier window	49.99	170227	6227
TOTAL					49.99		
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	PARKING FEES, KEYS, MISC. TOOLS - BESSEMER	487.73	170402	6248
TOTAL					487.73		
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL & HAZMAT FEES - STEVEN KILGORE	55.00	170397	6246
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	PURCHASE STANLEY LOCK AND CYLINDER FOR KETONA	120.00	170485	6270
TOTAL					175.00		
22118600	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Petty Cash	536.98	169644	6145
22118600	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Petty cash for Pain Management Registration	100.00	170481	6268
TOTAL					636.98		
24212020	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	Parking fees	21.00	169563	6124
TOTAL					21.00		
60407100	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	ROLL OF PLASTIC SHEETING	77.78	169657	6148
60407100	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA IN ATLANTA, GA	34.46	169658	6149
TOTAL					112.24		
60407101	SEWER BILLING	134506	CURTIS MCCOY	Refund for overpayment acct# L5-26500	800.00	170480	6267
TOTAL					800.00		
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	COMPUTER BACKPACK,WIRELESS MOUSE,CORK BOARD	99.97	169559	6122
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	VARIOUS TOOLS, INVERTER	244.79	170004	6197
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	TOOLS	487.17	170005	6198
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	TOOLS	434.16	170006	6199
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	TOOLS	257.72	170007	6200
TOTAL					1523.81		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BATTERY BOLT & CABLE TERMINAL;LIMIT SWITCH;	132.47	169236	6096
TOTAL					132.47		
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	GAS FOR C. CUMMINGS TRUCK # B103117	54.00	169974	6186
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	LUMBER 2X4X10 REQUESTED BY J. ASHLEY	5.27	169975	6187
TOTAL					59.27		
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	DIESEL MOTOR OIL FOR VILLAGE LINE MAINT.	13.99	169993	6193
TOTAL					13.99		

60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	SKID STEER KEYS	22.04	169961	6181
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	FITTING FOR TRUCK # E163101	38.73	169968	6183
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CDL TEST, KNOWLEDGE & BRAKE A. CLARK DEPT. 7253	25.00	169979	6189
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL A. COLLIER DEPT 7253	20.00	169991	6191
TOTAL					105.77		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	EPA/ADEM meeting lunch & water line repair clamps	278.48	169230	6091
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	bug spray, sprayer, tape measure, fittings, torch	127.52	170442	6257
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	paint tips, tubing cutter and fittings	65.14	170443	6258
TOTAL					471.14		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Certification renewal fee	70.00	169797	6167
TOTAL					70.00		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for sample bottles in lab	216.00	169971	6185
TOTAL					216.00		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Postage for Village Creek WWTP	9.40	168268	5970
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training Class	22.76	169624	6139
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies Operator II Training Class	7.57	169625	6139
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training 08-25-16	16.22	170195	6223
TOTAL					55.95		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	ELECTRONIC CLOCK/CALENDAR;	374.89	169232	6093
TOTAL					374.89		
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	PHONE CHARGER;CORNING WALL MOUNT CONNECTOR;	213.87	169233	6094
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	SHEATHING;WATER&GATORADE;LADDERS;SWITCH;	499.75	170117	6209
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	RELAYS;CONTACTORS;COIL;COIL BALLAST;	448.99	170118	6210
TOTAL					1162.61		
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage PBJC Employee Jody Lecheler	49.68	170479	6180
TOTAL					49.68		
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PETTY CASH 08/11/16	211.20	168918	6047
TOTAL					211.20		
GRAND TOTAL					\$ 29,669.92		

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

SEPT-8-2016-763

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.

PURCHASING DIVISION AGENDA REPORT
For Week of 08/12/2016 – 08/18/16

1. RECOMMENDED FOR CAHABA RIVER WWTP FROM PUMP & PROCESS EQUIPMENT CO. INC., BIRMINGHAM AL, TO ADD FUNDS TO EXSITING PURCHASE ORDERS FOR THE PURCHASE AND INSTALLATION OF AIRBANK MORSE C2246 PUMP WITH CHESTERTON 442 SPLIT MECHANICAL SEAL
REFERENCE BID # 64-16
REFERENCE SAP PO # 1606144
TOTAL: \$40, 877.00 (\$283, 517.00)
2. RECOMMENDED FOR SHERIFF'S DEPARTMENT, BIRMINGHAM, BESSEMER & VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM AZAR'S UNIFORMS, BIRMINGHAM, AL, TO EXTEND BID FOR LAW ENFORCEMENT UNTIL 09/30/2016.

REFERENCE BID # 96-13R
REFERENCE MUNIS BID # N/A
3. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM AL, TO RENEW PRINTER SERVICES FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED AS NEEDED.

REFERENCE BID # 120-15

REFERENCE MUNIS BID # N/A

For Week of 08/19/2016 – 08/25/16

1. RECOMMENDED FOR PACA FROM 1 EPIC LLC, TEMPE, AZ. TO RENEW BID FOR ALL NATURAL FRUIT JUICE FOR THE PERIOD OF 07/24/2016 – 07/23/2017. TO BE PURCHASED ON AS NEEDED BASIS (FINAL RENEWAL).

REFERENCE BID # 111-14
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR JEFFERSON COUNTY WAREHOUSE AND PACA MEMBERS, FROM BUDGET JANITORIAL, BIRMINGHAM, AL. TO RENEW BID FOR FEMININE PRODUCTS FOR THE PERIOD OF 09/10/2016 – 09/09/2017. TO BE PURCHASED ON AN AS NEEDED BASIS (FINAL RENEWAL).

REFERENCE BID # 141-14
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM AL. TO RENEW BID FOR DISPOSABLE CAN LINERS FOR THE PERIOD OF 09/10/2016 – 09/09/2017. TO BE PURCHASED ON AS NEEDED BASIS (FINAL RENEWAL).

REFERENCE BID # 146-14
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR PACA FROM TRIDENT BEVERAGE, ELMORE, AL. TO RENEW BID FOR BEVERAGES, JUICE, TEA, AND COFFEE FOR THE PERIOD OF 10/01/2016 – 09/30/2016. TO BE PURCHASED ON AN AS NEEDED BASIS. (1ST YEAR RENEWAL)

REFERNCE BID # 129-15
REFERENCE MUNIS BID # N/A

5. RECOMMENDED FOR JEFFERSON COUNTY SHERIFF’S DEPT., YOUTH DETENTION, AND PACA MEMBERS FROM SHOE CORP. OF BIRMINGHAM INC., TO RENEW BID FOR SHOWER SHOES. FOR THE PERIOD OF 06/10/2016 – 06/09/2017. TO BE PURCHASED AS NEEDED. (FINAL RENEWAL)

REFERNECE BID # 115-14
REFERENCE MUNIS BID # 115-14

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

SEPT-8-2016-764
PURCHASING EXCEPTIONS REPORT
For Week of 08/12/16 – 08/18/16

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

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

PREPARED AUGUST 18, 2016, 2016

1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

For Week of 08/19/16 – 08/25/16

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

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

PREPARED AUGUST 26, 2016, 2016

1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

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

SEPT-8-2016-765

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 08/12/16 – 08/18/16 AND 08/19/16 – 08/25/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Tax Assessor Birmingham

Sandra Morris	275.00
Sandra Rice	275.00
Lakeasha Taylor	275.00
Basic Mapping	
Hoover, AL – September 14-16, 2016	

INDIVIDUAL STAFF DEVELOPMENT

Commissioner, District 4

Zach Brooks	779.61
Intensive Economic Development Course	
Auburn, AL – September 12-15, 2016	

Joe Knight	1,917.80
2016 ACCA Conference	
Orange Beach, AL – August 14-19, 2016	

Revenue

Edgar Woodis	1,235.10
Tax Audit	
Memphis, TN – September 25-30, 2016	

Tax Assessor Birmingham

Angelia Douglas	250.00
Introduction to Property Tax Administration	
Hoover, AL – September 28-30, 2016	

Shelia Nixon	605.00
Fundamentals of Real Property Appraisal	
Bessemer, AL – November 9-13, 2015	

Steve Jones	325.00
Advanced Mapping	
Hoover, AL - February 1-5, 2015	

Tax Collector Birmingham

John Delucia	517.16
Alabama Association of Assessing Officials Conference	
Orange Beach, AL – August 9-12, 2016	

Commissioner, District 3

James Stephens	582.84
ACCA Convention	
Orange Beach, AL – August 15-19, 2016	

FOR INFORMATION ONLY

Personnel Board

Jim Greene	208.96
University of South Alabama Recruiting Event	
Mobile, AL – September 15-16, 2016	

Jim Greene	295.50
Career Fair Troy University and Alabama State	
Troy, AL – September 27-29, 2016	

Sheriff

Matthew Cornelius*	250.00
Kenneth Bailey*	250.00
Danny Barrett*	250.00
Aaron Brooker*	250.00
Greg Zeigler*	250.00
Derrick King*	250.00
AJ Clifton*	250.00
LaTonya Green	250.00
LaToya Knight	250.00
Ryan Holley	250.00

Elizabeth Robertson	250.00
Jason DeRamus	250.00
Niko Vasilakis	250.00
Ryan Murkerson	250.00
Field Training Officer School Birmingham, AL – September 12-16 * September 19-23, 2016	
James West	932.00
Herman Webb	1,232.00
Cynthia Mobley	932.00
Anthony Dotson	932.00
Kyomi Coleman	932.00
Wendell Major	932.00
Alabama Association of Polygraph Examiner’s Conference Orange Beach, AL – October 16-22, 2016	
 Kyomi Coleman	 250.00
Career Fair Jacksonville State University Jacksonville, AL – October 5, 2016	
 Michael House	 550.00
Reid Technique of Interviewing and Interrogation Florence, AL – October 4-7, 2016	
 Don Edge	 1,230.50
Southeastern law Enforcement Executive Development Seminar Florence, AL – September 25-30, 2016	

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

SEPT-8-2016-766
BUDGET TRANSACTIONS

- A – Position Changes and / or Revenue Changes
N/A
- B – Other Budget Transactions
N/A
- C – For Information Only
 - (1) Emergency Management Agency \$ 500.00
 - Increase revenue and expenditures to record revenue received from Serve Alabama to purchase supplies for the Community Emergency Response Teams.
 - No Additional Funds Required

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

SEPT-8-2016-767

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 and Banks, Finley, White & Company for single audits of the Federal Awards Program administered by Jefferson County for FY2016 in the amount of \$145,000.00.

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

SEPT-8-2016-768

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 and Warren Averett for the purpose of an Audit of the schedule of receipts and disbursements of education tax proceeds for FY2016. The amount of the contract is \$55,000.00.

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

SEPT-8-2016-769

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 and Warren Averett for the purpose of an Audit of the schedule of receipts and disbursements of education tax proceeds for September 30, 2016, 2017, and 2018. The Estimated Fee amounts are as follows:

FY2016	\$550,000.00
FY2017	\$565,000.00
FY2018	\$580,000.00

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

SEPT-8-2016-770

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 and Imaging Business Machines, LLC (IBML) for the purpose of providing document scanning services for various departments of the Jefferson County Commission in an amount not to exceed \$1,000,000.00 County wide.

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

SEPT-8-2016-771

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 and Dasher Technologies, Inc., for the purpose of providing FY16 maintenance support for the EMC Networker Software that supports the County datacenter open systems data backup and recovery. The cost to the county is \$33,400.00.

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

SEPT-8-2016-772

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment I to the original agreement between Jefferson County, Alabama and Xerox Corporation for the purpose of providing maintenance support for the Xerox Nuvera datacenter high volume printers. The maintenance agreement supports hardware and software maintenance and all consumables for two Nuvera printers. The cost to the county is \$33,929.28.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above resolution be adopted. 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 the following item be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

SEPT-8-2016-773

BUDGET TRANSACTIONS

A – Position Changes and / or Revenue Changes

General Services

Add 12 Skilled Laborers (GR 12), 1 Admin Assistant (GR 16), 1 Facilities Manager (GR 30) and 1 Appointed Chief Administrative Analyst (GR 31), total annual cost \$650,947.00

No Additional Funds Required.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M.
Thursday, September 22, 2016.

President

ATTEST:

Minute Clerk