

STATE OF ALABAMA)

JEFFERSON COUNTY) June 9, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:10 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 Carrington seconded by Commissioner Brown that the Minutes of May 19, 2016, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

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The Commission met in Work Session on June 7, 2016, and approved the following items to be placed on the June 9, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 13.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 13.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 17.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 14 and two (2) additional items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 52 and one (1) additional item which will be on the June 23, 2016 Regular Meeting agenda.

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Jun-9-2016-411

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

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

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

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

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

Z-2016-014 Roger D. and Philiss A. Lawson, Oak Grove Land Company LLC, owners; Roger D. Lawson, applicant requests a change of zoning on Parcel ID # 31-07-3-000-002.001 and part of Parcel ID# 31-07-3-000-002.002 in Section 07 Twp 18 South Range 5 West from R-2 (Single Family) and Institutional-1, respectively, to A-1 (Agriculture) for compliance for one lot (Proposed Lot 1) of a proposed subdivision (Lawson Subdivision) containing a residence. (Case Only: 7765 Taylors Ferry Road, Bessemer, AL 35023)(OAK GROVE)(1.52 Acres M/L).

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2016-014 be approved. Voting "Aye" Knight,

Brown, Bowman, Carrington and Stephens.

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Jun-9-2016-412

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and the following to provide clinic education as stated for the period August 16, 2016 - August 15, 2017 at no cost.

- a. Jefferson State Community College for Medical Laboratory Technician students
- b. UAB School of Nursing for graduate and undergraduate nursing students
- c. Samford University School of Pharmacy for graduate and undergraduate pharmacy students

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

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Jun-9-2016-413

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Changing Spaces Moving, Inc. to increase delivery charges for elections equipment by \$10.00 (revised total \$100) per delivery due to equipment upgrades for a period of three (3) years estimated to cost \$38,400. Contract ID: 00006612

AMENDMENT TO CONTRACT

This Amendment to the Contract entered into upon Commission approval by and between Jefferson County, Alabama, through the General Services Department (hereinafter called "the County") and Changing Spaces Moving, Inc. (hereinafter called "the Contractor").

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 referenced above, which was approved by the Jefferson County Commission on the 25<sup>th</sup> day of September 2014, and recorded in Minute Book 167, Pages 82-86, is hereby amended as follows:

Amend the Pricing Schedule as attached due to equipment change by the Jefferson County Commission effective as of January 2016. All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

Authorized Representative

Changing Spaces Moving, Inc.

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

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Jun-9-2016-414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Deductive Change Order No.1 to the Agreement between Jefferson County, Alabama and Shelby Company, LLC to reconcile Construction Change Directive's 1, 2, 3 and 4 and to close-out project (1<sup>st</sup> Floor Renovations-2121 Building) which reduces agreement by \$5,588.36.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Power Pro-Tech Services, Inc. to provide emergency generator maintenance and repair services as needed for a period of three (3) years in the amount of \$7,950.

CONTRACT NO. CON-8402.

BID #46-16

GENERATOR MAINTENANCE AND REPAIR

THIS AGREEMENT entered into this 29<sup>th</sup> day of April, 2016, by and between Jefferson County Alabama hereinafter called "the County", and Power Pro -Tech Services, Inc., called "the Contractor", located at 561 Owens Circle, Hueytown, AL 35023. The effective date of this agreement shall be June 1 st, 2016.

WHEREAS, the County desires to contract Power Pro-Tech Services, Inc. to provide three quarterly and one annual maintenance inspection and service for the generators for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said generator maintenance and repair service to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 46-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide three quarterly and one annual maintenance inspection and service for the generators as outlined by their bid response.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the General Services Department at any time after the effective date of this Contract. The Contract term is for three (3) years and expires May 31, 2019.
4. COMPENSATION: The Contractor shall be compensated for services as listed in the fee schedule. Set fixed pricing for regular and after hour labor rates for repairs and set maximum mark up or. repair parts. See Appendix A for schedule.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written zonsent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.  
  
In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham
9. 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.
10. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
12. 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.
13. LIABILITY: 'The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other

party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. CANCELLATION: Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

16. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no charge 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.

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

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

19. 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.

20. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

POWER PRO-TECH SERVICES

AUTHORIZED SIGNATURE

JEFFERSON COUNTY COMMISSION

JAMES A. (JIMMIE) STEPHENS, PRESIDENT

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Gruber Power Services to provide uninterruptible power supply inspection, maintenance and repair services for 7 UPS units for a period of three (3) years beginning June 1, 2016 in the amount of \$29,016 annually.

CONTRACT NO. CON-8404

BID #40-16

UNINTERRUPTIBLE POWER SUPPLY MAINTENANCE AND REPAIR

THIS AGREEMENT entered into this 29<sup>th</sup> day of April, 2016, by and between Jefferson County Alabama hereinafter called "the County", and Gruber Power Services., called "the Contractor", located at 21439 N. 2<sup>nd</sup> Avenue, Phoenix, AZ 85027. The effective date of this agreement shall be June 1, 2016.

WHEREAS, the County desires to contract Gruber Power Services for uninterruptible power supply maintenance and repair for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said uninterruptible power supply maintenance and repair to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 40-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide annual maintenance inspection and service for multiple UPS. as outlined by their bid response.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the General Services Department at any time after the effective date of this Contract. The Contract term expires May 31, 2019.
4. COMPENSATION: The Contractor shall be compensated for services in the sum of \$29,016 per a three (3) year term. Year One \$29,016.00/Year Two \$29,016.00/Year Three \$29,016.00. Set pricing for regular and after hour labor rates, labor, travel, batteries and parts. See Appendix A for schedule.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. 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.
10. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc
11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
12. 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.
13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other

party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. CANCELLATION: Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

16. 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.

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

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

19. 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.

20. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

GRUBER POWER SERVICES

AUTHORIZED SIGNATURE

JEFFERSON COUNTY COMMISSION

JAMES A. (JIMMIE) STEPHENS, PRESIDENT

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Stephen Ward & Associates to provide consulting services for design, development of plans and specifications and construction administration for the FY2016 Roofing Program for a period of two (2) years in the amount of \$112,500.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this May 15, 2016, by and between Jefferson County Commission, hereinafter called "the County, and Stephen Ward & Associates, Inc. located at 33 Barber Court, Suite 115, Birmingham, Alabama 35209, hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Professional Consultant Services.

WHEREAS, the Consultant desires to furnish said services to Jefferson County's General Services Department;

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

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

SCOPE OF SERVICES: General Services 2016 Roofing Replacement Program Includes;

GS-816.1 Operations Center Roof Replacement

GS-816.2 Animal Control Facility Roof Replacement

GS-816.3 Jefferson County Courthouse Bridge, Roofs M, N Replacement

PHASE I: Type 1,11 and III services; Provide complete analysis of existing roofing systems, recommend design criteria, prepare and provide complete AIA construction specifications and drawings as required for the replacement of the designated roofs. Provide all documents as required for successful competitive bid procurement to meet State Bid Laws for Title 39 Public Works Projects. Consultant will develop and coordinate the advertisement for bid, conduct the contractor pre-qualification evaluation and recommendations, conduct the pre-bid and pre-construction meetings, assist with bid, bid evaluation, bid tabulation, recommendations of award, develop AIA Owner Contractor agreement, review contractor shop drawings and submittals, conduct construction progress meetings and produce meeting minutes, site visits and roof installation monitoring and inspection reporting to the Owner as required for the successful installation of the specified roofing systems, review of progress payments, assemble all closeout documents and catalogue all project documents including contractors warranties and submittals.

Consultant will manage all call-back service calls during contractors warrant period.

PHASE II: Review and update General Services "Roofing Program" for future roofing projection plans assembling various roofs into a sequence of recommended logical groupings.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four (24) months beginning May 15, 2016 through May 14, 2018, or completion of said project.

COMPENSATION: Consultant shall be compensated for services on an hourly basis per "Attachment A" fee schedule with an initial budget estimate of one hundred twelve thousand five hundred (\$112,500.00). Additional services will be billed at an hourly rate on "Attachment A" for approved services only. Sub-consultants will be billed at rate of 1.1 sub-consultants rates. Payments due upon receipt.

REIMBURSABLE EXPENSES; Reimbursable expenses will include, printing, reprographic services, CADD plotting, state required project advertisement, travel, delivery, courier and shipping and other miscellaneous in-house and outside services and outside consulting services incurred while providing said service. Reimbursable expenses are in addition to the budget estimate stated above and will be billed "at cost" without markup.

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

Consultant: Stephen Ward

33 Barber Court, Suite 115

Birmingham, Alabama 35209

Copy to: Jefferson County General Services

Jeffrey S. Smith, Director

716 Richard Arrington Jr. Blvd. North

Room 1

Birmingham, AL 35203

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

authorized representative.

CONSULTANT

Stephen Ward, President

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Jun-9-2016-418

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Studio 2H Design, LLC to provide architectural and engineering services to conduct preliminary studies and programming for a master plan for Roads & Transportation's Camp Ketona, Camp Bessemer and Fleet operations' campus in the amount of \$250,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this June 15, 2016, by and between Jefferson County Commission, hereinafter called "the County, and Studio 2H Design, LLC located at 1721 4<sup>th</sup> Avenue North, Suite 101, Birmingham, Alabama 35203, hereinafter called "the Architect." WHEREAS; the County desires to contract for Professional Architectural services.

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

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

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

SCOPE OF SERVICES: Provide professional architectural and engineering services to conduct preliminary studies and programming as required for the development of the 'scope of work' for improvements/renovation/modifications of the Roads and Transportation Department's Camp Ketona, Camp Bessemer and Fleet operations campuses. The initial scope will involve an individual building condition assessment of each building on each campus, gathering of information of projected future staffing, operational and equipment warehouse needs, development of options for construction, phasing and preparation of implementation budgets for the design, renovation, demolition, and/or construction to implement the approved master plan. Further services may include the project design, code reviews, preparation of construction documents, drawings and specifications, project advertisement, pre bid and bid, bid award evaluations and recommendations, Owner/Contractor agreement development and construction contract administration.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 36 months beginning June 15, 2016 through June 14, 2019.

COMPENSATION: Compensation shall be based on hourly rates per Attachment "A", hourly rates schedule. The preliminary budget estimate for the described scope of work is two hundred eight thousand, four hundred twenty two (\$208,422.50) dollars. Should the project move forward to the design and construction phases and the county elects to continue to design under this agreement, the architect shall submit an estimate of additional fees. Sub consultants fees will be at rate of (x 1.1) times their invoiced amount. Payment due upon receipt.

Ketona Campus	\$87,037.50
Bessemer Campus	\$67,987.50
Fleet Management	\$53,397.50
	\$208,422.50

REIMBURSABLE EXPENSES: Reimbursable expenses will include advertisement, printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at a rate of (x1.0), at cost without markup. Reimbursable expenses are in addition to the above estimated basic fee.

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

Architect: Studio 2H Design, LLC  
Attention: Nolanda Hatcher



1721 4<sup>th</sup> Avenue North, Suite 101  
Birmingham, Alabama 35203

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

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

ARCHITECT

Nolanda Hatcher AIA - Member-Manager

JEFFERSON COUNTY, ALABAMA

James A Stephens, President - Jefferson County Commission

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

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Jun-9-2016-419

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

Municipal Election Services Agreements with the following municipalities to provide election services for the election to be held on August 23, 2016 and the run off election on October 4, 2016 (if required). These are revenue generating agreements.

City of Fultondale - \$2,725

City of Sylvan Springs - \$1,581

City of Morris - \$2,131

City of Warrior - \$2,253

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

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Jun-9-2016-420

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, by and through, the Department of Human-Community Services and Economic Development, Senior Services Division and Legal Services of Alabama, to change the terms on Page 9 of the original contract.

The amended terms decrease the number of employees the contractor can hire specifically for the contract, decreases the number of individuals provided with legal assistance and reduces the minimum minutes of legal assistance to be provided. The number of employees was reduced from two (2) full-time attorneys and a full-time paralegal to one (1) full-time attorney. The minimum number of 400 individuals served was reduced to 134. The minimum of 153,000 minutes of legal assistance was reduced to 51,000 minutes.

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

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Jun-9-2016-421

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Warrior Storm Shelter Project. The purpose of Amendment #3 is to extend the time of the contract with Jefferson County Commission and Thompson Architecture, Inc. for the Warrior Storm Shelter-Trafford Road. The Amendment #3 shall amend the time for the agreement an additional 90 days at no additional cost. The amended completion date was May 1, 2016. The new completion date shall be July 30, 2016. All other terms and conditions of the modified contract shall remain the same.

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

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Jun-9-2016-422

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment No. 3 and Change Order No. 3 to the agreement between Jefferson County, Alabama and Syms Contractors, Inc., Warrior Storm Shelter Project. The purpose of Amendment #3 and Change Order #3 is to change the scope of work and extend the contract 90 days for the Warrior Storm Shelter Project. The additional work shall include staking out the new construction area and installing the new Eligin Pre-engineered Septic System. The cost associated with this Amendment and Change Order shall be \$30,051.88 after a credit for \$18,879.20 for the original septic system. The total cost associated shall be \$933,049.08. The new completion date shall be July 30, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

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

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Jun-3-2016-423

WHEREAS, the Jefferson County Commission approved a resolution on June 18, 2015 in Minute Book 168, Page(s) 189-190 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Martintown Senior Center Improvements (CD14-03A-U-MSC).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #1 to extend the contract time an additional 205 calendar days. The new completion date shall be November 30, 2016. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant funds.

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

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Jun-9-2016-424

WHEREAS, the Jefferson County Commission approved a resolution on August 13, 2015 in Minute Book 168, Page 356 authorizing an Agreement between Jefferson County, Alabama and Hatch Mott MacDonald Alabama, LLC for Midfield Park Improvements (CD14-03F-M-MPI).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #1 to extend the contract time an additional 201 calendar days. The new completion date shall be November 30, 2016. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant funds.

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

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Jun-9-2016-425

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized,

empowered and directed to execute Change Order No. 1 and Amendment No. 1 to the agreement between Jefferson County, Alabama and Sherrod Construction Company Inc., for the Brighton Mini Park Improvements Project (CDBG13-03F-M02-BMP). The purpose of Change Order #1 and Amendment #1 is to change the scope for additional work and add 60 additional days to the contract. The additional work included the removal of additional unexpected footing on the pavilion. The cost associated with the additional work shall be \$2,750.00. The new contract amount shall be \$132,219.00 and the new completion date shall be July 12, 2016. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2013 program year.

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

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Jun-9-2016-426

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized to execute this agreement between Jefferson County, Alabama and Timothy and Julia McGuirk for the purchase of their property, located at 601 McDonald Chapel Road, Fultondale, Alabama 35068, in the amount of \$130,000.00. This purchase is required to complete a storm shelter in the Fultondale area.

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

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Jun-9-2016-427

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Agreement between Jefferson County, Alabama and the Jefferson County Housing Authority for the provision of fair housing counseling to eligible residents of the Jefferson County Community Development Consortium. This Agreement is in the amount of \$25,000 and for the period October 1, 2015 - September 30, 2016.

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

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Jun-9-2016-428

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized to execute this agreement between Jefferson County, Alabama and Faith Chapel Christian Center for the purchase of their property, located at 5729 Holland Avenue, Birmingham AL 35224 and 5720 Greece Avenue, Birmingham AL 35224, in the amount of Ninety Three Thousand and 00/100 Dollars (\$93,000.00). This purchase is required to complete a storm shelter in the McDonald Chapel area.

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

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Jun-9-2016-429

WHEREAS, Jefferson County authorized in its year 2015 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans authorize the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Accelerated Risk Management, LLC was selected through Purchasing's competitive bid process to provide lead-based paint detection services in support of Jefferson County's Emergency Housing Repair Programs; and

WHEREAS, \$6,666.00 in CDBG funds is required to carry out this activity.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Agreement between Jefferson County and Accelerated Risk Management, LLC in the amount of \$6,666.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

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

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Jun-9-2016-430

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Rosedale Sidewalks Improvements Project Phase 4 (CD14-03L-M05-RS4), such bids having been opened on May 17, 2016, and listed as follows:

Contractor	Base Bid	Notations	Total Bid
Global Management Group	\$ 58,355.00		\$ 58,355.00
CB & A	\$118,674.00	\$5,389.00	\$124,063.00
Coston General Contractors, Inc.	\$135,645.00		\$135,645.00

WHEREAS, after tabulation by Volkert, Inc., 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 responsible bidder, Global Management Group, Inc., for the bid amount of \$58,355.00.

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 Rosedale Sidewalks Improvements Project Phase 4 (CD14-03L-M05-RS4) to Global Management Group, Inc., for the bid amount of Fifty Eight Thousand Three Hundred and Fifty Five and 00/100 Dollars. This project will be funded with CDBG federal funds. This project is from the Program Year 2014.

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

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Jun-9-2016-431

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

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

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

WHEREAS, the Jefferson County Office of Human-Community Services & Economic Development has developed a list of proposed activities for the 2016 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the Jefferson County Office of Human-Community Services & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of activities for the 2016-17 One Year Action Plan for public

comment.

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

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Jun-9-2016-432

WHEREAS, a mortgage was executed by Jennie Mickens for the purchase of a property at 751 Lannie Bonner Circle, Birmingham, AL 35224 and recorded on May 27, 2003 in Real 200361, Page 8780 in the Probate Office of Jefferson County, Alabama; and

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

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

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

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

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Jun-9-2016-433

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Stephen Gray to serve on the Mount Olive Community Center Board of Directors for a four year term ending April, 2020, be and hereby is approved.

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

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Jun-9-2016-434

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Randy L. Ballard to fill the unexpired term of John D. Howse on the Mount Olive Community Center Board of Directors for a term expiring April, 2019, be and hereby is approved.

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

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Jun-9-2016-435

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the following 501(3)(c) organizations.

- a. City of Pleasant Grove to assist in construction of a community storm shelter - \$3,500
- b. Friends of McCalla, Inc. to assist in construction of a ball park - \$5,000
- c. Concord Fire District to assist with the purchase of 1,000 feet of fire hose - \$2,500
- d. Jefferson County Board of Education for Hueytown High School to assist in purchase of football items - \$2,500
- e. Aldridge Gardens to assist in funding the 2016 Whispers in the Garden festival - \$2,500

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Interim CIO of the Information Technology Department, the President of the Commission is hereby authorized to execute a Right of Entry Request from the Alabama Department of Transportation (ALDOT) to cross the easement and Clay Palmerdale tower site - property leased to Jefferson County by Citadel Broadcasting. ALDOT will need this entry over a period of time for the purpose of geotechnical studies related to the construction of the Northern Beltline.

ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION

EAST CENTRAL REGION

BIRMINGHAM AREA

1020 BANKHEAD HWY, WEST

BIRMINGHAM, ALABAMA 35202-2745

April 20, 2016

James Henderson  
Jefferson County  
Roads and Transportation

RE: Jefferson County  
Project No. APD-1602(556)  
Right of Entry to Property

Dear Mr. Henderson,

The Alabama Department of Transportation ("ALDOT") requests the right to enter property leased by Jefferson County in connection with ALDOT Project number APD-1602(556) The project is to construct the Northern Beltline. ALDOT needs to enter said property for any of the following reason(s):

Right of Way Appraisal

Right of Way Surveys)/Acquisition(s)

Soil Borings

Soil Samplings

Preliminary Surveys)

Other **Access to Road**

Environmental/Biological  
Survey(s)

Hazardous Material Survey(S)

Archeological Surveys)

Topography Layout

Wetland Delineation(s)

The activities above will occur over a period of time. ALDOT will notify you each time it needs to access said leased property and explain the reason for accessing said property.

Section 23-1-44, Code of Alabama 1975 allows ALDOT to enter property to conduct necessary activities associated with the project. ALDOT will take reasonable precautions to minimize disturbance to said property. For example, ALDOT will repair fences if damaged during our work, and backfill borings and excavations. If areas are disturbed by a dozer or other equipment, the affected property will be reseeded in order to control erosion, in accordance with Alabama Department of Environmental Management regulations. ALDOT will also take reasonable precautions to minimize damaging marketable trees. The property owner and lessee are not responsible for any injuries to ALDOT personnel or their consultants and/or assigns. As a lessee, Jefferson County does not grant any rights in or to the property which are contrary to the terms of the controlling lease. ALDOT, its personnel, consultants and/or assigns will secure all gates anytime the premises are not being used for the purpose of this right of entry.

The right of entry covers the following area:

5656 Clay Palmerdale Rd. Birmingham, AL 35126 Parcel ID: 09-00-15-2-000-010,000

5620 Clay Palmerdale Rd. Birmingham, AL 35126 Parcel ID: 09-00-15-3-000-001.001

Please sign your name on the line below to indicate your consent to ALDOT entering said property to conduct the activities. If you have any questions, please contact AMEC representative Luther Boudra at phone number (205)733-7660 or email [luther.boudra@ames.com](mailto:luther.boudra@ames.com)

Your cooperation is greatly appreciated.

Sincerely,

Kramer Mize  
Right of Way Specialist

JEFFERSON COUNTY, ALABAMA

ATTEST:

MINUTE CLERK

James A. Stephens, President - Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Asset Works, LLC to provide annual software support and maintenance for the Fleet Focus FA software for the period April 1, 2016 - March 31, 2019 in the amount of \$35,033.42 year one, year two \$36,785.00 and year three \$38,624.25.

CONTRACT NO. CON-00008370

FLEETFOCUS FA SOFTWARE MAINTENANCE AND SUPPORT

THIS AGREEMENT entered into \_ day of 2016, by and between Jefferson County Alabama hereinafter called "the County", and AssetWorks, hereinafter called the "Contractor", located at 998 Old Eagle Rd #1215, Wayne, PA 19087. The effective date of this agreement shall be April 1, 2016.

WHEREAS, the County desires to contract for FleetFocus FA Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor to provide annual FleetFocus FA Maintenance and Support as per attached maintenance agreement (Exhibit A).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on March 31, 2019.
4. COMPENSATION: County agrees to pay Contractor \$35,033.42 year one, year two \$36,785.00 and year three \$38,624.25.
5. PAYMENT TERMS: Contractor will invoice software upon date of execution of this Agreement.

Maintenance will be invoiced annually in advance. Services will be billed monthly in arrears for the services rendered and expenses incurred in the prior month. Invoices are due 30 days after the date of the invoice.

6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

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

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid

(without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

19. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

20. LIMITATION OF LIABILITY

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

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

22. COMPETING CLAUSES: The parties acknowledge that Exhibits A and B to this Agreement contain clauses and terms that conflict with this Agreement. To the extent that there are conflicting or competing terms, the terms of this, the County's agreement, shall control over the terms of any and all current or future exhibits and amendments.



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

Jefferson County Commission  
James A. Stephens, PRESIDENT  
Gordon Smith  
ASSETWORKS

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

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Communication was read from Roads & Transportation recommended the following;

1. Cullman/Jefferson Gas to install 160' of 114" gas line on 10<sup>th</sup> Street from 5<sup>th</sup> Avenue to dead end in Robinwood.
2. AT&T Corporation to install 1,245' of buried cable on County Road 54. (Lock 17 Road) in Oak Grove.

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

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Jun-9-2016-438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of General Services, and the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to ratify the attached Permit to Enter Upon Property and Release of Liability for the purpose of the emergency relocation of the underground facilities which serve the Jefferson County Said Permit being executed by Jerry D. Robertson, Team Leader, for Alabama Power Company and Daniel Biles, Deputy County Manager, Infrastructure, Jefferson County on the 31<sup>st</sup> day of May, 2016.

APCo W E # A6110-16-A116

APCo Parcel # 7223414

Jefferson County

Relocation of Distribution Facilities

Jefferson County Jail

809 Richard Arrington Jr Blvd. N.

Birmingham, AL

#### PERMIT TO ENTER UPON PROPERTY AND RELEASE OF LIABILITY

WHEREAS, Alabama Power Company has requested permission to enter upon the property of JEFFERSON COUNTY, ALABAMA, at 809 Richard Arrington Jr Blvd. N, Birmingham, AL, located in Jefferson County, Alabama, as shown on "Exhibit A" attached hereto (the "Property"), for the purpose of relocating the underground facilities to aboveground facilities per request of the Jefferson County to serve the Jefferson County Jail.

NOW THEREFORE, in consideration of permission to enter the Property for the purposes described above, Alabama Power Company assumes all risk of personal injury or death, or of damage to or loss of its property or property in its possession or control while on or about the Property or other property of Jefferson County, pursuant to this permit or in going to or coming from the Property to the extent such injury, death, damage or loss does not result from the negligence of Jefferson County, its agents, contractors or assigns.

Alabama Power will, at its cost for engineering, material and labor, re-wire the new transformer in such a fashion to allow Jefferson County the ability to shut-off power service to the Criminal Justice facility without consequence to City of Birmingham traffic lights or any other electrical currents for adjoining property or systems.

It is understood that this permit may not be transferred or assigned by the undersigned without the written consent of Jefferson County and that this permit may be revoked by Jefferson County at any time for any reasonable cause, notwithstanding the term herein below stated.

WITNESS, my hand and seal this 31<sup>st</sup> day of MAY, 2016.

ALABAMA POWER COMPANY

Jerry D. Roberson, Team Leader – App./Railroad/Corp. Acquisitions

Permission is hereby granted to Alabama Power Company and its employees, agents and contractors to enter upon the above described

property of Jefferson County, Alabama for a term commencing with the date hereof and expiring 90 days thereafter.

JEFFERSON COUNTY, ALABAMA, A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA

Daniel Biles, Deputy County Manager, Infrastructure

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

\_\_\_\_\_  
Jun-9-2016-439

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING  
THE SELL OF SAID EQUIPMENT TO THE CITY OF BRIGHTON

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

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

<u>ID</u>	<u>Mileage</u>	<u>Serial Number</u>	<u>Description</u>	<u>Asset #</u>	<u>Year</u>
A026032	202,492	1GNEC13V8M296156	SLN AT2 TAHOE G/W 02	021372	2002
A066055	255 555	2FAFP71V76X1M733	SEDAN 4 DR C V G/W 06	060591	2006

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

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

\_\_\_\_\_  
Jun-9-2016-440

ORDINANCE NO. 1820  
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION  
TO ESTABLISH TRAFFIC CONTROL DEVICES AT THE FOLLOWING  
LOCATION IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Stop signs shall be located on each approach to the intersection of  
BATTON ROAD AND NIXON ROAD

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

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

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

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

\_\_\_\_\_  
Jun9-2016-441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Environmental Management to provide for collection of discarded tires and solid waste from roadsides. This a revenue generating agreement of up to \$125,000.

CONTRACTUAL AGREEMENT BETWEEN JEFFERSON COUNTY COMMISSION  
AND THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Jefferson County Commission (Contractor) and the Alabama Department of Environmental Management Department) pursuant to an appropriation by the U.S. Environmental Protection Agency. This Agreement will provide for the collection, management, disposal, and/or offiriag for beneficial use of discarded tires and Tegulated solid waft, funded by the Scrap rue Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Work

The Contractor will provide services as set out in the Scope of Services which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$125,000.00 for the services performed under this fit. Unless otherwise specified in the work-,plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight boners, must be obtained. For items with a value from \$ 1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotas must be obtained. The purchase of any items a the execution of any contract shall comply with the Alabama Bid Laws Sections 41-15-20 et. Seq. of the Code Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The amount of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually aged to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the remedistion plan and ,may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated any breach or deviation from the remediation plan and to Include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Amt is executed, and shall terminate on September 30, 2018. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S Environmental Protection Agency and is subject to termination in the event of proration of the funds from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1475.

4. Termination of AMement for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agent, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compete for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination end specifying the effective elate thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the

Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

#### 6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

#### 7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; wages of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

#### 8. Interest of Members of the Dement and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

#### 9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department.

#### 10. Finding Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

#### 11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

#### 12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

#### 13. Officers Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

#### 14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

#### 15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her

duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled To Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901. as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Jefferson County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Jefferson County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management Jefferson County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

24. Immigration Affirmation

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.

JEFFERSON COUNTY COMMISSION

James A. Stephens, Commission President

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Lance R. LeFleur, Director

\_\_\_\_\_, As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the \_\_\_\_\_ day of 2016.

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

\_\_\_\_\_  
Jun-9-2016-442

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for Assistant County Attorney Allison Nichols Gault be increased to \$84,609 effective June 9, 2016.

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

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Jun-9-2016-443

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

Agreement with Lathan Associates Architects, P.C. to provide architectural services for the new living barracks for the Sheriff's training center at an estimated cost of \$45,000.

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

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Jun-9-2016-444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the following 501(c)(3) organizations.

Birmingham Southern College to assist the Southern Environmental Center in funding construction of 2,300 sq. ft. classroom and event pavilion at Turkey Creek Nature Preserve - \$2,000

Center Point Civic Association to assist in the repair of a water leak to a line that supplies the Scout Hut and Civitan building - \$2,500

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

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Jun-9-2016-445

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the notification of polling precinct changes to the public will be by two methods in the future: 1) various forms of media notification at no cost s using Everbridge software through the EMA and 2) change form of the small notification card to a new updated card for the Board of Registrars to use in mailing polling precinct locations.

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

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Jun-9-2016-446

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Roads and Transportation Department will enter into a permitting agreement with James Lowery of the Mid-South Chapter of the Railway & Locomotive Historical Society for the placement of signs along designated sections of right-of-way in unincorporated Jefferson County for the purpose of advancing The Historic Birmingham Mineral Railroad Signs Project. The signs and supports shall meet all requirements of the FHWA Manual on Uniform Traffic Control Devices. The signs come at no cost to the County and the County shall not be responsible for the maintenance of the signs.

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

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Jun-9-2016-447

WHEREAS, the polling location, Precinct 1310, Birmingham Fire Station #29, located at 1048 Lawson Road, 35217, is no longer able to serve as a polling precinct; and

WHEREAS, the Brownsville Community Center, located at 9225 Airport Road, 35217, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Birmingham Fire Station #29, be relocated to Brownsville Community Center.

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

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Jun-9-2016-448

WHEREAS, the polling location, Precinct 2390, Roosevelt First Baptist Church, located at 6012 Malcolm Avenue, 35228, is no longer able to serve as a polling precinct; and

WHEREAS, the Roosevelt City Community Center, located at 5904 Higon Avenue, 35228, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Roosevelt First Baptist Church, be relocated to Roosevelt City Community Center.

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

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Jun-9-2016-449

WHEREAS, the polling location, Precinct 3190, New Bethlehem Baptist Church, located at 1432 Mills Street, 35061, is no longer able to serve as a polling precinct; and

WHEREAS, the Dolomite Westfield City Community Center, located at 1069 Tin Mill Road, 35061, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at New Bethlehem Baptist Church, be relocated to Dolomite Westfield Community Center.

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

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Jun-9-2016-450

WHEREAS, the polling location, Precinct 3330, Booker Heights Development, located at 500 Main Street, 35118., is no longer able to serve as a polling precinct; and

WHEREAS, the First Baptist Church Booker Heights , located at 5017 Oak Street, 35118, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Booker Heights Development, be relocated to First Baptist Church Booker Heights.

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

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Jun-9-2016-451

WHEREAS, the polling location, Precinct 4110, Pinson Methodist Church, located at 450? Bud Holmes Road, 35126, is no longer able to serve as a polling precinct; and

WHEREAS, the Rock School Center, located at 4509 Center Point Road, 35126, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Pinson

United Methodist Church, be relocated to Rock School Center.

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

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Jun-9-2016-452

WHEREAS, the polling location, Precinct 4160, Center Point First United Methodist Church, located at 2129 Center Point Pkway, 35215, is no longer able to serve as a polling precinct; and

WHEREAS, the Center Point City Hall, located at 2209 Center Point Parkway, 35215, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Center Point First United Methodist Church, be relocated to Center Point City Hall.

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

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Jun-9-2016-453

WHEREAS, the polling location, Precinct 5130, Mountain Brook Fire Station #2, located at 3785 Locksley Drive, 35223., is no longer able to serve as a polling precinct; and

WHEREAS, the Mountain Brook Community Church, located at 3001 Hwy 280, 35243, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Mountain Brook Fire Station #2, be relocated to Mountain Brook Community Church.

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

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Jun-9-2016-454

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Rancho El Centenario, LLC, applicant; Alejandro Jaimes Avila, owner; d/b/a Rancho El Centenario located at 7453 Old Mount Olive Road, Mount Olive, AL 35117 for the transfer of an on or off premise 040 Retail Beer license, be and hereby is approved.

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

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Jun-9-2016-455

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Savanahs FoodMart, LLC, applicant; Ashok Kumar, owner; d/b/a Savanahs 5 Savanahs Food Mart, LLC located at 4901 Cahaba River Road, Birmingham, AL 35243 for the transfer of an off premise only 050 Retail beer and 070 Retail Table Wine license, be and hereby is approved.

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



Jun-9-2016-456

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Savanahs Food Mart, LLC, applicant; Ashok Kumar, owner; d/b/a Savanahs 2 Savanahs Food Mart, LLC located at 5706 Chalkville Mountain Road, Birmingham, AL 35235 for the transfer of an off premise only 050 Retail beer and 070 Retail Table Wine license, be and hereby is approved.

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

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Jun-9-2016-457

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

Z-2016-002 PRB Properties, LLC, owner; Cole Williams, agent requests a change of zoning on part of Parcel )D# 37-11-3-000-001.020 in Section 11 Twp 19 South Range 5 West from A-1 (Agriculture) to C-I (Commercial) for a retail store (Dollar General). (Case Only: 5851 Johns Road, Bessemer, AL 35023)(VIRGINIA MINES)(1.6 Acres MIL)

Covenants: 1. A planted twenty-five (25) foot buffer to be approved by the Department of Land Planning shall be installed on the north-eastern portion of the property; and 2. All site lighting shall be directed downward; and 3. Any free standing sign shall be a monument sign. 4. Any site plan and building design are to be approved by the Planning & Zoning Commission.

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

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Jun-9-2016-458

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Deputy District Attorney Darius Crayton - Birmingham Division to forward County compensation/benefits to the Office of Prosecution Services.

#### PAYROLL AUTHORIZATION

#### RECITAL:

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

#### WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA. \*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby authorizes to have his County provided compensation paid directly to the

Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.

2. By execution below, the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.
3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
5. The effective date of this Agreement shall be June 6, 2016.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Brandon K. Falls, District Attorney - Birmingham Division

Darius Crayton, Deputy District Attorney - Birmingham Division

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

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Jun-9-2016-459

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Deputy District Attorney John Forrest Halcomb - Bessemer Division to forward County compensation/benefits to the Office of Prosecution Services.

#### AGREEMENT

#### RECITAL

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

#### WITNESSETH

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney, the District Attorney for the Bessemer Division and the Assistant District Attorneys in both divisions agree as set out below

Definition: As used herein the term "County provided compensation/benefits" shall mean:

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

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

1. By execution below, the Assistant District Attorney hereby elects to have his County- provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
2. By execution below the District Attorney hereby endorses and approves the above election of the Assistant District Attorney.
3. The County hereby agrees to make quarterly payments in advance, no later than the 10<sup>th</sup> day of the months of January, April, July and October of each year, of the County-Provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State provided compensation and paid to the assistant district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically

amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Assistant District Attorneys and changes in insurance coverage and the amount paid by the State.

5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.
6. The effective date of this Agreement shall be July 1, 2016, or upon the effective date of the undersigned ADA's election, if later.

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

JEFFERSON COUNTY, ALABAMA

Jimmy Stephens, President

William Veitch, District Attorney, Bessemer Division

Forrest Halcomb, Asst District Attorney - Bessemer Division

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

Jun-9-2016-460

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the following 501(c)(3) organizations.

- a. Birmingham Botanical Gardens to assist in funding the Garden's environmental protection - \$1,500
- b. McWane Science Center to assist in funding a travel exhibit - Hall of Heroes - \$2,500
- c. Greater B'ham Humane Society to assist in building 16 kennel runs - \$2,500
- d. Alabama Symphonic Association, Inc. to assist in funding Symphony in the Summer - \$2,500
- e. Woodlawn Foundation, Inc. to assist in funding the Woodlawn Innovation Network - \$2,500
- f. Red Mountain Park to assist in funding of initiatives, capital development & programs - \$2,500
- g. aTeam Ministries to assist with the mission to create community support for oncology patients receiving treatment at Children's of Alabama - \$2,500
- h. Jimmie Hale Mission to assist in providing programs and services to minister needs of men, women and children specifically its Stewart Learning Center - \$2,500
- i. Prescott House Child Advocacy Center to assist in providing child victim advocacy and associated services - \$2,500
- j. Rocky Ridge Fire District to assist in the purchase of extrication equipment - \$7,000

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

Jefferson County Commission  
Unusual Demands  
6/9/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001004	COMM DIST 4	100193	JEFFERSON CO TREASURER	RPCGB Annual Conference/Luncheon Registration	30.00	158449	4486
TOTAL					30.00		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT FOR POSTAGE- TITLE REMITS	106.01	159792	4670
10001100	REVENUE	101854	WESLEY SCOTT MOORE	RET TRVL - AMT DUE W S MOORE 12/5/15 NY - B#4759	163.27	160485	4759
TOTAL					269.28		
10002200	IT	100193	JEFFERSON CO TREASURER	Pettycash reimbursement for Taylor City Works	12.90	160229	4736
TOTAL					12.90		
10002210	IT SYS DEV/ADMIN	100193	JEFFERSON CO TREASURER	reimbursement to KeMi for Lanyard badge holder	3.00	160227	4734
10002210	IT SYS DEV/ADMIN	100193	JEFFERSON CO TREASURER	Purdy purchased hard drive to send data to vendor	59.99	160270	4745
10002210	IT SYS DEV/ADMIN	100193	JEFFERSON CO TREASURER	Purdy - Online Streaming - ESRI2015	199.00	160547	4780
TOTAL					261.99		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	reimbursement to Xavier for Global knowledge trave	131.90	160230	4737
TOTAL					131.90		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE SPRAY TIPS FOR PRESSURE WASHER.	38.92	159228	4570
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE BRASS FOR GRAVE MARKERS FOR COUNTY GRAVES	488.00	159410	4597
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PESTICIDE RECERTIFICATION CLASS FOR KEITH KELLEY	39.00	159654	4636
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SAWS ALL BLADES FOR BESS CH	28.46	159951	4688
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF PIN STRIPE TAPE FOR JEFF SMITH	40.64	160236	4743
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	JEFFERSON CO TREASURER	3.00	160238	4743
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SHEETROCK, MUD, TAPE & ADHESION FOR BSCH	136.34	160608	4791
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	MEMBERSHIP DUES RENEWAL FOR DIRECTOR OF GEN SVCS	195.00	160613	4792
TOTAL					969.36		
10002800	BUDGET MGT	100193	JEFFERSON CO TREASURER	Tyler Connect 2016	1.83	160132	4704
TOTAL					1.83		
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	OFFICE DEPOT TRN# 3893	119.99	158752	4538
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP	86.95	159415	4600

10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER AND STAMP 4-15-16	29.95	159417	4600
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP	4.50	159419	4600
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	MCCAIN REF NO. 339714-1	72.00	160131	4707
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	FED EX 15170021577 RE BINDING BUDGET BOOK	19.80	160651	4801
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	K9NOZ LEASES AND LINES INV#1574	55.00	160653	4801
10004110	SF ENFORCE-BHAM	100193	HOWARD R SMITH	EXPENSE LESS ADVANCED DUE EMPLOYEE	97.08	159600	4622
TOTAL					485.27		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	OFFICE MAX TRN 3940 EMERGENCY TONER PURCHASE	139.99	158646	4516
TOTAL					139.99		
10004200	YOUTH DET ADMIN	100193	JEFFERSON CO TREASURER	Medical Supplies for Residents	184.83	160170	4714
TOTAL					184.83		
10004220	Y DET SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Shower Shoes/Food for Residents	177.97	159422	4601
TOTAL					177.97		
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Desk Reference DSM 5	69.00	159746	4651
TOTAL					69.00		
10006311	FAMILY COURT INTAKE	100193	JEFFERSON CO TREASURER	Iced Tea & Cups for Resource Ctr Meeting	35.10	159747	4652
10006311	FAMILY COURT INTAKE	100193	JEFFERSON CO TREASURER	Newk's - Food for Resource Ctr meeting	200.00	159748	4652
10006311	FAMILY COURT INTAKE	100193	GEORGETOWN UNIVERSITY	Authorized tuition for non-County employee	1500.00	161099	4883
TOTAL					1735.10		
10006313	FAMILY COURT PROG	100193	JEFFERSON CO TREASURER	Training Registration-Monique Campbell	25.00	159750	4655
TOTAL					25.00		
10006314	FAMILY CT CLK/BHAM	100193	JEFFERSON CO TREASURER	Binder for Quickbooks Manual	3.75	159752	4657
10006314	FAMILY CT CLK/BHAM	100600	FAMILY COURT OF BHAM	Reimb bank fees and cash shortages FCB 1002698114	697.78	160959	4851
10006314	FAMILY CT CLK/BHAM	100600	FAMILY COURT OF BHAM	Reimburse bank fees FCB 1002697421	54.81	160960	4851
TOTAL					756.34		
21305100	ROADS & TRANS ADMIN	100193	JEFFERSON CO TREASURER	SILICONE, BOLTS, NUTS, FILTER, TRAILER REPAIR, ROP	243.70	160635	4797
21305100	ROADS & TRANS ADMIN	102434	TRACY A. PATE	TRAVEL REIMBURSEMENT - TRACY A. PATE	209.61	160206	4725
21305100	ROADS & TRANS ADMIN	131938	LAURA CARTER	TRAVEL REIMBURSEMENT - OVERAGE L. CARTER	94.69	159362	4591
TOTAL					548.00		
21305400	R&T HWY/ENG/CONS	100193	JEFFERSON CO TREASURER	WATER HOSE, NOZZLE, RETIREMENT FRAMING	97.45	159266	4577
TOTAL					97.45		
21305500	R&T HWY MNT	100193	JEFFERSON CO TREASURER	KEYS, CDL RENEWAL, FUEL, MISC SUPPLIES	159.35	159957	4690
TOTAL					159.35		
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	SPOTLIGHT, PRUNER LOPERS, HERBICIDE PERMIT RENEWAL	233.89	159077	4566
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	FENCE HARDWARE, LITTER GRABBERS, WIRE WHEELS, TOOL	171.51	160168	4712
TOTAL					405.40		
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	Petty Cash-CThomas-HR Posters Printed	34.99	158388	4476
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	Petty Cash-DHinkle-Office Supplies	8.98	158469	4488
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	PETTY CASH-MWALKER-CAR WASH	7.00	159364	4592
TOTAL					50.97		
21461420	TAX ASSESSOR ST BESS	100128	JEFF CO DEPUTY TREASURER	Assessor Brochure and Set-up Fee	143.00	160510	4766
TOTAL					143.00		
24222030	HOME GRANT	100193	JEFFERSON CO TREASURER	TRAINING-LOCAL_FAIR HSNG SEMINAR FEE (L.SMITH)	75.00	159708	4645
TOTAL					75.00		
30006900	FINANCE-DEBT SERVICE	107938	U S BANK	Admin Fees4/1/16 - 3/31/17	1575.00	158736	4536
TOTAL					1575.00		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	Vehicle title fees	127.65	160704	4808
TOTAL					127.65		
60407102	BARTON LAB	100193	JEFFERSON CO TREASURER	ALABAMA GRAPHICS "ALGX" SCANNING, BURNING FILES	257.00	159411	4598
60407102	BARTON LAB	100193	JEFFERSON CO TREASURER	POSTAGE PAID TO UPS FOR SHIPMENT TO AL DEPT ENVIRO	14.03	160858	4835
TOTAL					271.03		
60407230	SEWER LINE CONSTR	100193	JEFFERSON CO TREASURER	Spark plugs,Sledge hammers, Shovel, drill bits	124.80	153637	4099
60407230	SEWER LINE CONSTR	100193	JEFFERSON CO TREASURER	BELT	27.63	159940	4686
60407230	SEWER LINE CONSTR	100193	JEFFERSON CO TREASURER	FUEL FILTER	17.65	159941	4686
60407230	SEWER LINE CONSTR	100193	JEFFERSON CO TREASURER	NEEDLE CAGE	7.91	159947	4686
60407230	SEWER LINE CONSTR	100193	JEFFERSON CO TREASURER	CHAIN SAW PARTS	163.66	159949	4686
TOTAL					341.65		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	KEY RINGS;10 MIN. TIMER;RELAY MODULE;	364.21	159918	4683
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL SEAL FOR ITT PUMP FOR PUMP STATIONS	11.84	159934	4686
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	Silicone,8" flange,5/8" nuts & bolts,Limit switch	297.88	160638	4798
TOTAL					673.93		
60407250	SEWER LINE MAINTADM	100193	JEFFERSON CO TREASURER	PARTS FOR WEED EATER, & STEAM CLEANER/PRESSURE WAS	99.73	157859	4372
60407250	SEWER LINE MAINTADM	100193	JEFFERSON CO TREASURER	BRUTE TRASH CAN FOR KITCHEN, RUBBER	29.98	160531	4775
TOTAL					129.71		
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR DONALD COX DEPT. 7252	20.00	160529	4773
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	SPARK PLUG, ENGINE OIL, AIR CLEANER ELEMENT	25.46	160533	4776
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	CHAIN SAW CHAIN	27.99	160546	4779
TOTAL					73.45		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR RICKY KILGORE DEPT 7253	20.00	160524	4769
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	BIT, BATTERY, & CHAIN STONE	30.47	160526	4770
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	FILE & BIT FOR DEPT 7253 SHADES LINE MAINT	11.95	160527	4771
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	OIL FOR SKID STEER	19.42	160528	4772
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	WALK AROUND DRIVING SKILL TEST FOR R. KILGORE DEPT	22.00	160530	4774
TOTAL					103.84		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	CLASS A CDL RENEWAL FOR SCOTT BURNETT	30.00	157863	4373
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	SMOKE TESTER FOR T. V. INSP. DEPT. 7270	16.41	160535	4777
TOTAL					46.41		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	cart to move mixers on bnr, pump hose	378.96	158581	4498
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	hardware, belts, gloves, and rope	104.37	158760	4540
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	file folders, window a/c unit and saw blades	263.52	160112	4702
TOTAL					746.85		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	PVC PIPE,COUPLING,BULB,BAR OIL,HANDIPACK	48.06	160882	4842
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SCREWS, LOCK NUTS	2.36	160884	4842
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	STAINLESS STEEL BOLTS, NUTS, WASHERS	48.60	160885	4842
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	FUEL FILTER	6.48	160886	4842
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	FILTER CARTRIDGE, PRE-FILTER SLEEVE	16.93	160887	4842
TOTAL					122.43		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash 24 in cable ties for mixers	13.96	159988	4693
TOTAL					13.96		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req. C Garner paint waders batteries acid microwave	1502.84	159661	4640
TOTAL					1502.84		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	HASP	10.48	159937	4686
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	STEEL ANGLE	40.00	159943	4686
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	PAINT ROLLER	15.90	159945	4686
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	CDL for Anthony Smith at Village Creek WWTP	56.25	160433	4753
TOTAL					122.63		
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	RATCHET STRAPS	76.81	159935	4686
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	FUEL HOSE	9.40	159938	4686
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES	97.15	159944	4686
TOTAL					183.36		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	KEYS;BATTERIES;PENS W/LOGO;	193.11	158765	4542
TOTAL					193.11		
60407324	WWTP INSTRU MAINT	100193	JEFFERSON CO TREASURER	PUNCH;SCREW CHUCK REPAIR;COVER GEAR CASE;	296.50	159916	4681
TOTAL					296.50		
70101720	PERSONNEL BD ADMIN	100193	JEFFERSON CO TREASURER	BSHM Professional Development Reimb. - L. Oliver	25.00	158921	4550
70101720	PERSONNEL BD ADMIN	100193	JEFFERSON CO TREASURER	Travel Reimbursment - 2015 AGA Conference-C.Holine	29.99	159493	4608
70101720	PERSONNEL BD ADMIN	100193	JEFFERSON CO TREASURER	Employee Reimbursement - C. Holiness - protective	49.91	160088	4699
70101720	PERSONNEL BD ADMIN	100193	JEFFERSON CO TREASURER	Employee Mileage Reimb-J Crenshaw	109.08	161000	4868
70101720	PERSONNEL BD ADMIN	133691	JEFF CRENSHAW	Employee Reimb for Printing costs of Annual Report	360.75	160184	4721
TOTAL					574.73		
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Employee Mileage Reimbursemebnt - M.K Cochran	45.90	159486	4606

70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Employee Mileage Reimbursement-R. Lilliard	36.72	159849	4678
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	Employee Mileage Reimbursement - R. Lilliard #2	39.42	159850	4678
70101750	PERSONNEL BD TESTING	103522	MARTINIQUE ALBER	Travel Reimbursement - Marty Alber - 2015 IPAC	128.44	159490	4607
70101750	PERSONNEL BD TESTING	133178	KHALID EL-AMIN	April Assessor - Khalid El-Amin	125.00	157761	4358
70101750	PERSONNEL BD TESTING	133194	JACQUELINE WILLIAMS	April Assessor - Jacqueline Williams	269.72	157780	4358
70101750	PERSONNEL BD TESTING	133952	KEVIN SCHEUERMAN	AssessorReimbursement#2-Kevin Scheuerman-March2016	120.00	152494	3941
70101750	PERSONNEL BD TESTING	134136	GARI WILD	April Assessor - Gari Wild	384.20	157778	4358
70101750	PERSONNEL BD TESTING	134137	PHELECIA UDOKO	April Assessor - Phelecia Udoko	582.38	157776	4358
70101750	PERSONNEL BD TESTING	134140	MICHAEL STALVEY	April Assessor - Michael Stalvey	526.76	157771	4358
70101750	PERSONNEL BD TESTING	134142	ALAINA PLOSKI	April Assessor - Alaina Ploski	554.84	157769	4358
70101750	PERSONNEL BD TESTING	134145	SADIE ONEILL	April Assessor - Sadie O'Neill	242.72	157767	4358
70101750	PERSONNEL BD TESTING	134146	YOUN KIM	April Assessor - Youn Kim	147.68	157766	4358
70101750	PERSONNEL BD TESTING	134147	DANIEL GITHANGA	April Assessor	220.70	157764	4358
70101750	PERSONNEL BD TESTING	134148	FERRY FLEURIMOND	April Assessor - Ferry Fleurimond	125.00	157762	4358
70101750	PERSONNEL BD TESTING	134149	JARED DIAZ	April Assessor - Jared Diaz	402.56	157760	4358
70101750	PERSONNEL BD TESTING	134150	WES CHARLES	April Assessor - Wes Charles	188.30	157759	4358
70101750	PERSONNEL BD TESTING	134151	AMARIS BRONNER	April Assessor - Amaris Bronner	398.24	157756	4358
70101750	PERSONNEL BD TESTING	134291	EZRA ROBINSON	Assessor Reimbursement - April - E. Robinson	295.64	159867	4680
TOTAL					4834.22		
70101760	PERS BD WKFC DV&AP	100193	JEFFERSON CO TREASURER	BSHRM Luncheon Employee Reimbursement -G. Dewees	25.00	159852	4679
TOTAL					25.00		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASH 05-19-16 \$600.03	600.03	160196	4723
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASH 5-25-16 \$649.10	649.10	160575	4787
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR GRANT PURCHASE	15600.00	159607	4625
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR CONFINED SPACE COURSE	885.00	159617	4627
TOTAL					17734.13		
GRAND TOTAL					\$ 36,422.36		

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

Jun-9-2016-461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to approve the disposal and transfer of the following items and remove from fixed assets, be and hereby is approved.

**DISPOSAL**

District Attorney's Office Birmingham:

140000006906 Xerox 7335 Color Copier Obsolete

Family Court:

160000000002 Savin Digital Copier Obsolete

160000000003 Savin Digital Copier Obsolete

140000000053 Mail Machine Obsolete

140000000055 Savin Copier Obsolete

140000000056 Savin Copier Obsolete

140000006591 Sharp Color Copier Obsolete

140000006592 Sharp Digital Copier Obsolete

Fleet Management:

160000000557 Backhoe Loader

Roads & Transportation:

Auction

160000001088 Sedan DR Taurus Transfer

Board of Equalization:

160000002531 2005 Taurus Sedan Auction

160000002532 2005 Taurus Sedan Auction

160000002533 2005 Taurus Sedan Auction

160000002534 2005 Taurus Sedan Auction

160000002535 2005 Taurus Sedan Auction

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

Jun-9-2016-462

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

FOR WEEK OF 5/6/16 - 5/12/16

1. GENERAL SERVICES/CORONER FROM DIXIE STORE FIXTURES & SALES, BIRMINGHAM, AL, TO AWARD BID FOR WALK IN REFRIGERATION SYSTEM FOR THE PERIOD OF 06/09/2016 - 06/08/2017. MUNIS # 16028  
REFERENCE BID # 56 - 16
2. JEFFERSON COUNTY BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF PAPER TOWELS, SHOP TOWELS AND TOILET PAPER FOR THE PERIOD OF 05/22/016 – 05/23/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)  
REFERENCE BID # 73 - 14
3. JEFFERSON COUNTY SHERIFF'S DEPARTMENT AND YOUTH DETENTION FROM BOB BARKER COMPANY INCORPORATED, FUQUAY VARINA, NC, TO APPROVE BID RENEWAL FOR THE PURCHASE OF LADIES UNDER GARMENTS FOR THE PERIOD OF 05/23/2016 - 05/22/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 74 - 14
4. ROADS & TRANSPORTATION FROM RED BLUFF SAND & GRAVEL, BIRMINGHAM, AL TO APPROVE BID RENEWAL FOR THE PURCHASE OF CONCRETE SAND FOR THE PERIOD OF 06/17/2016 - 06/16/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 89 - 15
5. PACA MEMBERS FROM ARAMARK UNIFORM SERVICES, BIRMINGHAM, AL TO APPROVE BID RENEWAL FOR WORK UNIFORM RENTAL AND MISCELLANEOUS FOR THE PERIOD OF 06/08/2016 - 06/07/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 95 - 15
6. FLEET MANAGEMENT FROM MCPHERSON OIL, TRUSSVILLE, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF FUEL PUMP DISPENSERS FOR THE PERIOD OF 07/30/2016 - 07/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 113 - 15

FOR WEEK OF 5/13/16 - 5/19/16

1. YOUTH DETENTION & PACA FROM BARBER MILK, LLC/DEAN DAIRY HOLDINGS, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR MILK AND RELATED PRODUCTS FOR THE PERIOD OF 08/01/2016 – 07/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 107 - 14

FOR WEEK OF 5/20/16 - 5/26/16

1. SHERIFF'S DEPARTMENT AND PACA MEMBERS FROM CHARM-TEX, BROOKLYN, NY, TO AWARD BID FOR MATTRESS COVERS FOR THE PERIOD OF 06/12/2016 – 06/11/2017 TO BE PURCHASED ON AN AS NEEDED BASIS.  
MUNIS # 16030                      REFERENCE BID # 69 - 16
2. GENERAL SERVICES AND PACA MEMBERS FROM AMERICAN PIPE AND SUPPLY, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR CATALOG BID FOR MISCELLANEOUS PLUMBING SUPPLIES FOR THE PERIOD OF 06/12/2016 – 06/11/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)                      REFERENCE BID # 94 - 14

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

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Jun-9-2016-463

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/6/16 - 5/12/16, 5/13/16 - 5/19/16 AND 5/20/16 - 5/26/16, BE AND HEREBY IS APPROVED.

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

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STAFF DEVELOPMENT

Multiple Staff Development

County Attorney	
Carol Sue Nelson	\$175.00
Theo Lawson	\$175.00

CLE Seminar Prattville, AL – June 8-9, 2016	
Environmental Services	
Ronald Stephens	\$2,353.49
William Pickens	\$2,931.40
ESRI User Conference San Diego, CA – June 26 – July 1, 2016	
Information Technology	
Terell Butler	\$1,956.50
Jereld Bensko	\$1,956.50
Discover ITT LLC-MS Hoover, AL – October 31 – November 4, 2016	
Inspection Services	
Mike Smith	\$925.68
Bobby Bulloch	\$925.68
Bill Mullins	\$1,304.22
2016 Education Conference Code Officials of Alabama Fairhope, AL – June 20-24, 2016	
Office of Senior Services	
*Stefanie Franklin	\$226.50
Malinda Parker	\$602.22
*Business Acumen and *A4A Montgomery, AL – *June 19-22, 2016 and June 19-21, 2016	
Revenue	
Keith Crawford, Theresa Rouse, Sonya Breasseale, Jennifer Woods, Kith Carr, Sonya Stephens, Tracie Swanson How to be an Assertive Manager Birmingham, AL – June 9, 2016	\$973.00
Keith Crawford, Kith Carr, Jennifer Woods, Sonya Stephens, Theresa Rouse, Sonya Breasseale Employment Law Birmingham, AL – June 21, 2016	\$834.00
Wesley Moore, Michael Humber CROAA Class Hoover, AL – June 10, 2016	\$300.00
Roads and Transportation	
Kellie Johnson	\$1,202.40
Laura Carter	\$1,202.40
Alabama Emergency Preparedness Conference Florence, AL – June 13-17, 2016	
Individual Staff Development	
Board of Equalization	
Lisa Meuse	\$2,753.94
ESRI User Conference San Diego, CA – June 26 – July 2, 2016	
Commission - District 4	
Zach Brooks	\$1,372.18
Economic Development Training Course Auburn, AL – July 11-15, 2016	
Community Development	
Keith Strother	\$1,001.82
CGI America Atlanta, GA – June 12-15, 2016	
Cooper Green Mercy Health Services	
Angela White	\$209.99
HIPPA Law Birmingham, AL – June 22, 2016	
County Attorney	
Brent Grainger	\$1,029.99
Expert Witness Depo Orlando, FL - April 6-8, 2016	

Brent Grainger Expert Witness Depo Atlanta, GA – April 12-13, 2016	\$420.14
Shawna Smith CLE Seminar Orange Beach, AL - May 5-7, 2016	\$836.65
County Manager Justin Smith ACCA County Government Institute Prattville, AL – June 8-9, 2016	\$418.38
Dan Biles ACCMA Summer Conference Orange Beach, AL – June 8-10, 2016	\$1,306.82
Revenue Eddie Woodis ALTIST Course Hoover, AL – July 15, 2016	\$150.00
Bruce Thompson Tax Audit Pittsburgh, PA and Monmouth Junction, NJ – July 9 – 24, 2016	\$4,553.98
Wesley Moore Tax Audit Minneapolis, MN – June 11-19, 2016	\$2,927.58
Charles Bell Tax Audit Houston, TX, Covington, LA, Ocean Springs, MS – June 18 – July 1, 2016	\$3,269.28
Wesley Moore Tax Audit Mobile, AL – June 26 – July 1, 2016	\$1,431.68
Roads and Transportation Alan Dodd IRWA Class Atlanta, GA – June 5-8, 2016	\$1,151.44
Alan Dodd Surveying and Mapping Conference Orange Beach, AL – June 26-29, 2016	\$1,634.98
Ken Boozer Transportation Conference Montgomery, AL – February 9-10, 2016	\$494.21
Tracy Pate ACEA Conference Orange Beach, AL – May 10-12, 2016	\$990.98
Storm Water Management Amanda Elledge Chemical Spill Training Birmingham, AL – February 24, 2016	\$150.00
For Information Only	
Emergency Management Agency James Coker Annette Davis Alabama Emergency Preparedness Conference Florence, AL – June 13-16, 2016	\$608.07 \$733.07
Personnel Board Megan Krueger Allysa Singer Bryant Bush International Personnel Assessment Council Sacramento, CA – July 31 – August 3, 2016	\$624.00 \$1,058.40 \$224.00
Colandus Murray	\$1,340.38



Interconnecting Cisco Networking  
Atlanta, GA – June 27 – July 1, 2016

Claudia Johnson \$2,244.00  
Inforum 2016  
New York, NY – July 31 – August 3, 2016

Sheriff's Office

Ashanti McKinney \$250.00  
Billy Pharr \$250.00  
Terrill Hogeland \$250.00  
Daniel Billings \$250.00  
Grady Graves \$250.00  
Tim Pugh \$250.00  
Dale Gilliland \$250.00  
Mike Theros \$250.00  
Advanced LEO Sniper Training  
Eutaw, AL – May 19, 2016

James Murdock \$295.00  
Practical Kinesic Interview  
Birmingham, AL – May 16-18, 2016

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

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BUDGET TRANSACTIONS

Emergency Management Agency \$80,000

Increase revenue and expenditures to record funds received from the sale of equipment to be used for siren repairs and other operating expenses.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the above Budget Transaction be approved. Voting "Aye" Carrington, Brown, Bowman, Carrington and Stephens.

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Jun-9-2016-464

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Archives Security, Inc. to provide off-site storage of data center media and other related media in a secure location for the period July 1, 2016 - June 30, 2017 in an amount not to exceed \$10,000.

CONTRACT NO. CON00008418

THIS AGREEMENT entered into this 1<sup>st</sup> day of May, 2016, by and between Jefferson County Alabama Herein after called "the County", and Archives Security Inc., called "the Contractor", located at 88 Greensprings Highway, Birmingham, AL 35209. The effective date of this agreement shall be July 1, 2016.

WHEREAS, the County desires to contract for offsite data media storage for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB No. 55-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Archives Security, Inc., Inc. constitutes essential components of this Contract and is adopted herein by reference and is attached hereto as Exhibit A.

Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services

is listed in Exhibit A.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on June 30, 2017, with the County's option to renew for two additional one year terms.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at cost shown in Exhibit A.

5. **PAYMENT TERMS:** NET 30

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

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

8. **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.

9. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

**NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

13. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

17. **FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of

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

18. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

Jefferson County Commission  
James A. Stephens, President

Archives Security  
\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_  
Jun-9-2016-465

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Decision Support, LLC for license transfer fee, license use fee and maintenance support for URSA InfoSuite for Unisys for the period November 1, 2016 - October 31, 2017 in the amount of \$71,067.97.

CON-00008421

Decision Support Maintenance Support

THIS AGREEMENT entered into this 1<sup>st</sup> day of May, 2016, by and between Jefferson County Alabama hereinafter called "the County", and Decision Support, LLC, hereinafter called the contractor", located at 3326 Siskey Parkway Suite 300, Matthews, NC 28105.

WHEREAS, the County desires to contract for License Transfer Fee and URSA InfoSuite for Unisys A Series on CS470 serial number 6674 and URSA Infosuite for Unisys A Series on CS470 serial number 9132 for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission Information Technology Department request for License Transfer Fee and License Use, with software maintenance support for URSA InfoSuite for Unisys A Series on CS470 serial number 6674 and URSA InfoSuite for Unisys A Series on CS470 serial number 9132. Decision Support's quote dated March 31, 2016 constitutes essential components of this Contract and is adopted herein by reference. Decision Support's quote and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract effective dates are November 1, 2016 -

October 31, 2017, with the County's option to renew for two (2) additional one (1) year terms.

4. COMPENSATION: \$71,076.97

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

6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released.

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

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

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

16. 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.

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

Jefferson County Commission  
James A. Stephens, President

Decision Support. LLC  
\_\_\_\_\_, Authorized Representative

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

\_\_\_\_\_  
Jun-9-2016-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Network America to provide LANDesk Service Desk standard server, fixed analyst and concurrent analyst maintenance support for the period September 3, 2016 - December 31, 2017 in the amount of \$8,475.80.  
CONTRACT NO: 00007546

Contract Amendment No. II

This Amendment to Contract entered into the 1<sup>st</sup> day of June 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Network America, hereinafter referred to as the "Contractor" to provide LANDesk Service Desk Standard Server, Fixed Analyst, and Concurrent Analyst Software Maintenance Support.

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. 00007546. The original contract between the parties referenced above, was approved by the Commission on August 27, 2015, MB 168, Page(s) 461-463 and Amendment I, December 17, 2015, MB 169, Page 202.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$8,475.82

AUTHORIZATION TO PERFORM WORK: 09/03/2016 -12/31/2017

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

JEFFERSON COUNTY COMMISSION

Network America

James Stephens, President

\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with it's attorney's the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Carrington that an Executive Session be convened. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

\_\_\_\_\_

Thereupon the Commission Meeting was recessed.

\_\_\_\_\_

This Amendment to Contract entered into the 1<sup>st</sup> day of June 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Network America, hereinafter referred to as the "Contractor" to provide LANDesk Service Desk Standard Server, Fixed Analyst, and Concurrent Analyst Software Maintenance Support.

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. 00007546. The original contract between the parties referenced above, was approved by the Commission on August 27, 2015, MB 168, Page(s) 461-463 and Amendment I, December 17, 2015, MB 169, Page 202.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$8,475.82

AUTHORIZATION TO PERFORM WORK: 09/03/2016 -12/31/2017

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

JEFFERSON COUNTY COMMISSION

Network America

James Stephens, President

\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with it's attorney's the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Carrington that an Executive Session be convened. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

\_\_\_\_\_

Thereupon the Commission Meeting was recessed.

\_\_\_\_\_

The Commission reconvened in regular session at the Birmingham Courthouse June16, 2016 at 9:00 a.m., James A. Stephens, President, presiding and the following members present:

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

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

Jun-16-2016-467

WHEREAS, Jefferson County (the "County"), acting by and through the Jefferson County Commission (the "Commission"), in order to develop a solid and diverse local economy, to increase employment opportunities in the County, to broaden the County's tax base, resulting in additional tax revenues for the County, and to provide necessary and improved services to the citizens of the County, enthusiastically supports and encourages economic and industrial development in the County; and

WHEREAS, a well-established, nationally-known, U.S. manufacturing company is considering locating a manufacturing facility in the County and has confidentially contacted the County, concurrently requesting that the County refer to its proposed initiative as "Project Sunrise" for the time being; and

WHEREAS, subject to the contingencies described below, certain financial incentives have been proposed as inducements for the manufacturing company to undertake Project Sunrise in the County; and

WHEREAS it is anticipated that Project Sunrise will involve the investment of approximately \$120 million in connection with the acquisition, development, and equipping thereof; and

WHEREAS, Project Sunrise is expected to employ approximately 746 new workers at an average wage of approximately \$58,000 per year, excluding benefits; and

WHEREAS, the Commission considers Project Sunrise to be a highly desirable and beneficial new industry for the County;

NOW, THEREFORE, the Commission hereby resolves that the County is willing to offer Project Sunrise \$1,492,000 in cash to be paid in two installments: (1) \$1,000,000 at the time when Project Sunrise commences production of the products for which it is designed; and (2) \$492,000 at the time when Project Sunrise employs at least 500 full-time workers; and

RESOLVED FURTHER, that the granting of the aforesaid incentives shall be contingent upon the occurrence of all of the following:

- Completion of a mutually acceptable Project Agreement between Project Sunrise and the County, which shall include employment claw-back provisions satisfactory to the parties thereof;
- A public announcement by Project Sunrise;
- A public meeting held in full compliance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01 of the Recompiled Constitution of Alabama); and
- Final approval by the Commission following the public meeting evidenced by adoption of an appropriate resolution consistent therewith.

APPROVED AND ADOPTED by the Commission this 16<sup>th</sup> day of June, 2016.

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

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Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is warranted pursuant to § 36-25A-7(a)(6) and § 36-25A-7(a)(3), Alabama Code, for the Commission to discuss with it's attorney's the purchase, sale or exchange of real property and the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, June 23, 2016.

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President

ATTEST

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Minute Clerk

**END OF MINUTE BOOK 169**