

STATE OF ALABAMA)

JEFFERSON COUNTY)     October 22, 2015

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Carrington that the Minutes of October 8, 2015, be approved. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

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The Commission met in Work Session on October 20, 2015, and approved the following items to be placed on the October 22, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1, Addendum Item 2 and one additional item.
- Commissioner Brown, Community Development and Human Resource Services Committee Item 1 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 16.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 4.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 14 and one additional item.

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A Public Hearing was held to receive comments on the request from the Minor Heights Fire District for annexation of certain property into the fire district. There being no comments, the Commission took the following action.

Oct-22-2015-999

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

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

WHEREAS, the Commission has set this October 22, 2015, for a PUBLIC HEARING on the petition and following the call of the PUBLIC HEARING and opportunity provided for all interested persons to be heard, the Commission concludes that the public good and the welfare of the District require that the boundaries of the District be reestablished by inclusion of the described property as proposed by the Board of Trustees of the Minor Heights Fire District.

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

Parcel ID# 21-00-32-2-000-001.011; Parcel ID# 21-00-33-2-000-001.003; and, Parcel ID# 21-00-33-2-000-001.010, all three of which are situated in unincorporated Jefferson County, Alabama.

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

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Oct-22-2015-1000

WHEREAS, an agreement for the sale of the former Jefferson County Central Laundry facility has been submitted to the Jefferson County Commission for approval; and

WHEREAS, in the normal course of business, amendments may be required to purchase and sale agreements in order to proceed in

closing the transaction; and

WHEREAS, where these amendments don't materially affect the transaction, it may be necessary to handle in an expedited manner.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President is authorized to execute the purchase and sale agreement for the Jefferson County Central Laundry Facility, and execute any subsequent amendments that don't materially affect the terms of the agreement.

#### PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of the     day of     , 2015 between JEFFERSON COUNTY, ALABAMA, a(n) ("Seller") and AMERIPRIDE SERVICES INC., a Delaware corporation ("Buyer").

1.     Sale of Property. Seller agrees to sell and Buyer agrees to purchase the property "As-Is" without representation or warranty except as expressly set forth in the terms and conditions of this Agreement, certain property containing approximately 8-9 acres of land, being part of a larger parcel (Parcel ID 13 00 29 4 000 001.000) located at 120 County Shop Road, Birmingham, Alabama 35217 as outlined on Exhibit A attached hereto (the "Land"), together with all appurtenant rights of Seller including, without limitation, adjacent streets, roads, alleys and right-of-ways, all improvements located on the Land (the "Improvements"), and together with all furnishing, fixtures and equipment and other personal property owned by Seller and located on or in the Property, or used in connection with the operation and maintenance of the Property (the "Personal Property"), a list of which is attached at Exhibit A-1. and such other rights as may be specified in this Agreement (collectively, the "Property"). The parties acknowledge that during the Inspection Period (as hereinafter defined) Exhibit A shall be substituted with a survey description of the Property mutually acceptable to Buyer and Seller.

2.     Purchase Price. The purchase price (the "Purchase Price") is Three Million One Hundred Fifty Thousand and No/100 Dollars (\$3,150,000.00) payable as follows:

Fifty Thousand and No/100 Dollars (\$50,000.00) earnest money (the "Earnest Money") deposit to be delivered to EGS Commercial Real Estate, Inc. (the "Escrow Agent") within ten (10) business days of the execution of this Agreement by both parties. Escrow Agent shall deposit the Earnest Money in an interest bearing account. This deposit shall be applied to the Purchase Price and paid to Seller at the Closing, subject to other provisions of this Agreement. If any dispute arises concerning the Earnest Money, the Escrow Agent may interplead the funds and be released from further responsibility. The balance shall be paid in the form of cash, cashiers/certified check, or wire transfer payable at the Closing, as adjusted by pro-rations and closing costs described below.

3.     Effective Date. The "Effective Date" shall be the date when the last one of the Buyer and Seller executes this Agreement.

4.     Inspection Period.

(a) Buyer shall have until 5:00 p.m. CST on the day that is sixty (60) days after the Effective Date of this Agreement (the "Inspection Period") to perform studies and inspections as Buyer deems desirable to determine if the Property, in its sole discretion, is suitable for its proposed development and to determine what financial incentives may be available for Buyer's intended use of the Property. Within five (5) days of the Effective Date, Seller will deliver to Buyer copies of all contracts, studies, documents, surveys, notices, and all other reports which affect the Property that are in Seller's possession or control, including any prior environmental site assessments. Buyer's inspection may include, but is not limited to, (i) conducting engineering, environmental, operational, market, economic feasibility and other surveys, tests and investigations (including a Phase II environmental inspection), (ii) performing any borings, soil tests and examinations, and samplings of materials in the Property, (iii) evaluating the physical condition of the Property, and (iv) determining whether the Property complies with Applicable Environmental Laws (as hereinafter defined). Seller grants Buyer and Buyer's representatives the right to go on the Property to conduct its site studies. Buyer agrees to restore the Property substantially to its original condition after completion of such tests and further agrees to hold Seller harmless from any damages or liabilities arising from injuries or property damage caused by activities of Buyer or its representatives in pursuing the activities permitted under this paragraph and further agrees that no liens shall be permitted to be attached to the Property as a result of any such activities. Seller also grants Buyer and or Buyer's representatives, upon prior notice, the right to enter on the Property during the term of this Agreement up to and including the Closing (as defined hereinafter) of this transaction. If Buyer determines, in its sole and absolute discretion, that the Property is unsuitable for its intended use, Buyer may terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period, upon which this Agreement shall terminate and all Earnest Money shall be immediately returned to Buyer, and the parties shall have no further obligations under this Agreement.

(b) The parties acknowledge that Buyer intends to conduct an environmental assessment of the Property, to be commenced promptly following the Effective Date of this Agreement. To the extent reasonably practicable, Buyer intends to complete its environmental assessment prior to the expiration of the Inspection Period. However, notwithstanding anything to the contrary contained herein, in the event that the preliminary results of the environmental assessment cause Buyer to have a reasonable concern that portions of the Property may be contaminated with Hazardous Materials (as hereinafter defined), then Buyer may, by written notice given to Seller on or before the expiration of the Inspection Period, extend the Inspection Period to a date specified in such notice, not to exceed sixty (60) days from and after the original expiration date (the "Extended Inspection Period"). Buyer's obligations under this Agreement shall be subject to and conditioned upon

Buyer's determination, in its reasonable discretion and on or before the expiration of the Extended Inspection Period that the Property is not contaminated with Hazardous Materials and otherwise complies with all applicable federal, state and local laws relating to environmental matters. If the condition described in this Subsection 4(b) is not satisfied or waived in writing by Buyer on or before the expiration of the Extended Inspection Period, then Buyer may terminate this Agreement by delivering written notice of such election to Seller on or before the expiration of the Extended Inspection Period. If Buyer fails to give any such notice of termination to the Seller on or before the expiration of the Extended Inspection Period, then this Subsection 4(b) shall be of no further force and effect, and Buyer shall have no further right to terminate this Agreement pursuant to this Subsection 4(b). If Buyer does give notice of termination to Seller on or before the expiration of the Extended Inspection Period (Seller hereby acknowledging that Buyer shall have the right to terminate this Agreement at any time during the Extended Inspection Period), then this Agreement shall terminate and all Earnest Money shall be immediately returned to Buyer.

(c) Notwithstanding the foregoing, Buyer may, in its sole discretion, accelerate the expiration of the Inspection Period or the Extended Inspection Period to a date of Buyer's choosing upon written notice to Seller.

5. Title Commitment and Survey. Promptly after the Effective Date, Buyer shall, at Buyer's expense, order a new title insurance commitment (the "Title Commitment") covering the Property from Alabama Title Company, Inc., 2233 Second Avenue North, Birmingham, Alabama 35203, c/o Michael Partain; Phone: 205-322-1821 ("Title Company"), agreeing to issue to Buyer, upon recoding of the Deed (as hereinafter defined), a standard ALTA Owner's Extended Coverage Title Insurance Policy (the "Title Policy") in an amount equal to the Purchase Price, subject only to the Permitted Exceptions (as hereinafter defined), and obtain a copy of all documents, which constitute exceptions to the Title Commitment. Buyer shall give Seller written notice on or before the last day of the Inspection Period of any condition of title (exceptions or requirements) that is not satisfactory, in Buyer's sole discretion. Similarly, Buyer shall have until the end of the Inspection Period to notify Seller of any unsatisfactory survey matters. If such notice is given, Seller shall diligently undertake, at its expense, to resolve such matters to Buyer's satisfaction. Mortgage or other liens shall be resolved by Seller at the Closing.

If Seller is unable with the exercise of due diligence to resolve such matters on or before the Closing Date (as hereinafter defined), except for liens which Seller shall be obligated to satisfy, then Buyer may, at Buyer's sole option, either (1) accept title subject to the objections raised by Buyer and such accepted objections become permitted exceptions (the "Permitted Exceptions") without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the Earnest Money shall be immediately returned to Buyer by Escrow Agent, or (3) work with Seller to satisfy unacceptable matters and postpone Closing for the same time period as it takes to satisfy these matters.

Buyer, at its expense, shall cause to be prepared within thirty (30) days after the Effective Date a current ALTA/ACSM Land Title Survey (the "Survey") of the Property prepared by a duly licensed land surveyor. The survey shall be certified to the Buyer, Title Company and Buyer's counsel, contain a certification of the acreage contained within the Property, containing such Table A items that Buyer may reasonably require, as well as show all easements, addresses all specific title exceptions shown on the Title Commitment, and other matters which are capable of being located on a survey. In the event the survey (or any update prior to Closing) shows any gaps, encroachments relating to the Property, or any easement, or other matters which would, in Buyer's reasonable opinion, interfere with Buyer's intended use of the Property, then such matter shall be treated in the same manner as a title defect under the procedure set forth above. Buyer will be reimbursed by Seller at the Closing for the costs associated with the ALTA/ACSM Land Title Survey, not to exceed \$5,000.00. In the event that the Closing does not occur, Seller shall be entitled to a copy of the Survey upon reimbursement to Buyer of the cost of the Survey.

6. Closing. Provided that Buyer has not terminated this Agreement in accordance with a right to do so, the consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on a date selected by Buyer to be on or before thirty (30) days after the end of the Inspection Period or the Extended Inspection Period, as applicable (the "Closing Date"). The Closing shall be held at a place and time mutually agreeable to Seller and Buyer, at which time all documents legally required to carry out the terms of this Agreement shall be executed and delivered. Buyer may, at its option, accelerate the Closing by delivery of notice to Seller of its election to do so, specifying the date the Closing is to occur. Such notice shall be delivered to Seller not less than seven (7) business days prior to the Closing Date specified in such notice.

7. Seller's Instruments. At or prior to the Closing Date, Seller shall deliver to the Escrow Agent the following items, duly executed and acknowledged where required:

(a) Warranty Deed. A general warranty deed (the "Deed") in the form satisfactory to Buyer and Title Company, conveying the Property to Purchaser, subject only to the Permitted Exceptions.

(b) Bill of Sale. A Bill of Sale reasonably acceptable to Buyer containing a general warranty of title conveying to Purchaser the Personal Property.

(c) Foreign Person Tax Withholding. Documentation or information required for compliance with Section 1445 of the Internal Revenue Code, if applicable.

(d) Affidavits. Such affidavits as are required by the Title Company.

(e) Warranties. Any warranties in effect with respect to the Property, to the extent transferrable, if applicable.

(f) Representations and Warranties. A reaffirmation of Seller's representations and warranties stated in this Agreement.

(g) Additional Documents. Such additional documents as might be reasonably required by the Buyer, or the Title Company to consummate the sale of the Property and convey clear title to the Buyer.

8. Costs. Seller will pay the costs of Seller's counsel, preparation of the Deed and any Bill of Sale, the cost of the Title Policy, and one-half of applicable transfer taxes for the conveyance. Buyer will pay the cost of Buyer's counsel, escrow or closing fee, and recording fees for the Deed and mortgage, and any applicable mortgage tax.

9. Tax Prorations. Unless otherwise provided for in this Agreement: (A) real estate transfer taxes will be shared equally between Seller and Buyer; (B) current water and sewer charges, municipal garbage and rubbish removal charges, rents, interest and real estate taxes will be prorated as of the date of settlement; (C) county and municipal real estate taxes will be prorated on a calendar year basis; and (D) school district real estate taxes will be prorated on a fiscal year basis. All real estate tax prorations shall be based on the real estate taxes levied or estimated to be levied by each taxing body. Seller and Purchaser agree that if the estimated taxes differ from the actual tax bill, such taxes shall be re-prorated between the parties according to the actual tax bill for the year, which obligations shall survive the Closing.

10. Failure of Performance. If Seller fails to perform as required under this Agreement, then Buyer may enforce specific performance of this Agreement. If Buyer fails to perform as required under this Agreement, then Seller, as its sole and exclusive remedy, shall receive the Earnest Money as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default, and this Agreement shall be terminated.

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer the matters described below and shall promptly notify Buyer of any new information relevant to such matters through Closing, all of which are true and correct as of the date hereof, shall be reaffirmed by Seller as true and correct at the Closing and shall survive the Closing.

(a) Seller's Title. Seller holds good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances except the Permitted Exceptions. The person signing this Agreement on behalf of Seller (if an entity) has the proper power and authority to bind the Seller.

(b) Adverse Information. Subject to the proceedings referenced in Section 116) below and other proceedings authorizing Seller's execution of this Agreement and the performance of the terms and conditions stated herein, there are no known condemnation, zoning or other land use regulations, proceedings, either instituted, or planned to be instituted (except those which may be instituted by Buyer), which would affect the Property, nor does Seller have any pending applications or petitions before any governmental or regulatory body relating to the Property. Seller has received no notice of any special assessment proceedings. Seller has no information or to the best of Seller's knowledge of (1) any change contemplated in any applicable laws, ordinances, or regulations, (2) any judicial or administrative action, (3) any action by adjacent landowners, (4) natural or artificial conditions upon the Property, which would prevent, impede, or render more costly Buyer's use of the Property; or (5) any defects or conditions in need of repair on the Property (all of the foregoing being subject to such matters as Seller has disclosed in the Agreement).

(c) Closing Documents. All the documents executed by the Seller which are to be delivered to Buyer at Closing are, or at closing will be, (1) duly authorized, executed and delivered by Seller, (2) legal, valid, and binding obligations of Seller, and (3) sufficient to convey title (if they purport to do so); and such documents do not and at the closing will not violate any provisions of any agreement to which Seller is a party or to which Seller is subject.

(d) Costs Paid. At the Closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to closing.

(e) Parties in Possession. As of the Closing, all leases for the Property shall have been terminated at Seller's expense, if any, and there shall be no one in possession or with any rights of possession of the Property other than Seller (an affidavit as to this shall also be executed at Closing). Buyer shall be granted exclusive possession as of the date of Closing.

(f) Contracts. There are no leasing, maintenance, service, or supply agreements with respect to or affecting the Property.

(g) Bankruptcy. There are no attachments, executions or assignments for the benefit of creditors or voluntary or, to Seller's knowledge, involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller or otherwise affecting the Property.

(h) Utilities. The Property is served by public water and sanitary sewer systems.

(i) Environmental Concerns. (i) Seller has received no notice from any Governmental Authority notifying Seller of or has knowledge of any Hazardous Materials which have been emitted, discharged, released, stored, treated, transported, generated and disposed of by Seller or which have been generated and disposed of by Seller or have migrated to the Property (including the ground water thereon) from any adjacent real estate owned by Seller, (except for those Hazardous Materials which may be stored on or about the Property in accordance with

the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any rules or regulations promulgated pursuant thereto, (ii) to Seller's knowledge, there are no underground storage tanks or other containers or equipment for containment of Hazardous Materials which are owned, installed or operated by Seller located on the Property, except for an above-ground and below-ground diesel storage tanks that have been installed, kept and maintained in accordance with all Applicable Environmental Laws, (iii) Seller has not received any notice and does not know of any notice given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation, injunction or settlement with respect to Hazardous Materials located, on or under all or any portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned by Seller) is pending, proposed, threatened or anticipated. "Hazardous Substances" or "Hazardous Materials" shall herein mean pollutants, contaminants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any Applicable Environmental Law.

"Applicable Environmental Laws" shall herein mean all federal, state and local statutory laws, rules or regulations, agreements with governments, court orders, administrative orders and case law pertaining to the health or the environment, or petroleum products or hazardous substances and all amendments, modifications and additions thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Resource Conservation and Recovery Act of 1976; the Superfund Amendments and Reauthorization Act of 1986; the Toxic Substances Control Act; the Hazardous Materials Transportation Act; the Federal Water Pollution Control Act; the Clean Air Act; the Clean Water Act; and the Safe Drinking Water Act.

(j) Zoning. The Property is currently being rezoned to I-1 - Light Industrial, which is the correct zoning for Buyer's intended use. Hearing dates are scheduled for October 8, 2015 for Planning and Zoning approval and November 5, 2015 for Commission approval.

12. Covenants of Seller. Seller hereby further agrees with Buyer as follows:

(a) No Further Encumbrances. After the Effective Date, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property or create any lien, encumbrance or charge on the Property.

(b) Maintenance. To maintain all of the Property in good repair, order and operating condition, reasonable wear and tear and damage by unavoidable casualty excepted.

(c) Subdivision Plat. Seller shall cause a subdivision plat (the "Subdivision Plat") of the Property to be approved and recorded prior to the Closing. The Subdivision Plat shall be approved by Buyer prior to submission to the Planning Commission.

(d) Exclusive. During the term of this Agreement, neither Seller, nor any of its agents or affiliates will, directly or indirectly, solicit or furnish any information to any prospective buyer, commence or conduct negotiations with any other party, or enter into any agreement with any other party concerning the sale of the Property or any portion thereof.

13. Conditions Precedent. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Buyer shall diligently and in good faith pursue the satisfaction of these conditions and Seller shall promptly cooperate whenever required by Buyer. In the event the following conditions have not been satisfied to the Buyer's satisfaction by the Closing Date, Buyer shall have the right, in its sole discretion, (i) to terminate this Agreement by so notifying Seller in writing (in such event, the Escrow Agent shall return the Earnest Money to Buyer), or (ii) extend the Closing Date for a period of time reasonably necessary to satisfy the conditions, or (iii) waive such condition and proceed to the Closing:

(a) Correctness of Representations and Warranties. The representations and warranties of Seller shall be true on and as of the Closing Date.

(b) Compliance by Seller. At Seller's expense, Seller shall have performed, observed and complied with all of its covenants, agreements and conditions as required by this Agreement.

(c) Zoning. The Property shall be properly zoned for Buyer's intended use, at Seller's sole cost and expense, with all necessary zoning variances, if any are required, approved for Buyer's intended development.

(d) No Moratoriums. There shall be no development or building moratorium in effect with regard to the Property.

(e) Ingress and Egress. There shall be suitable ingress and egress to the Property, including all necessary turning movements and curb cuts for Buyer's proposed development.

(f) Sanitary Sewer and Water Facilities. Buyer shall have (1) determined that sanitary sewer and water facilities adequate to serve the Property are available and (2) secured all required governmental approvals for the installations and use of such sanitary sewer and water facilities.

(g) Utilities. Buyer shall have made arrangements satisfactory to it for the provisions of utilities as are necessary and adequate for Buyer's proposed development.

(h) Governmental Approvals. Buyer shall have received all necessary governmental approvals from the appropriate authorities for

Buyer's proposed development, including without limitation, building permits, site plan approval including, but not limited to, parking, and storm water retention.

(i) Subdivision Requirements. The Subdivision Plat shall be approved (including by Buyer) and recorded in the Jefferson County Probate Court Land Records office on or prior to Closing.

(j) Soils Condition. The condition of the property's soil, based on such soil reports as Buyer shall obtain, is suitable for Buyer's development without requiring fill dirt or excavation of any materials, or other conditions which would render Buyer's proposed development more costly.

(k) No Material Changes. There are no material changes to the Property from the September 22, 2015 through the Closing Date.

(l) Mineral Severances and Leases. If the Property is subject to any oil, gas or mineral severances or leases, then as of the Closing Date the surface of the Property shall have been released from all such severances and leases or Buyer shall have procured an acceptable endorsement in the Title Policy to protect against the disturbance of the surface arising out of the exercise of such rights.

(m) Approval of Buyer's Board of Directors. Buyer's board of directors shall have approved the transactions contemplated in this Agreement.

(n) Water Treatment. Buyer's satisfaction, in Buyer's sole discretion, with any water treatment requirements related to Buyer's intended use.

14. Cooperation. Seller shall cooperate with Buyer as to all consent requirements relating to governmental approvals for development of the Property (e.g., sewer permits, site plan, zoning, water management, building permits, etc.), all of which shall be at Buyer's sole cost.

15. Cure Period. Notwithstanding the provisions of this Article or any other provision of this agreement, neither party may exercise any remedy available as a result of the other party's default until it has given written notice to the defaulting party of the default, and unless the defaulting party has failed to cure the default within ten (10) days after receipt of said notice.

16. Expiration of Offer. Buyer's execution of this Agreement constitutes an offer by Buyer. This offer shall expire if this Agreement is not executed by Seller and returned to Buyer by October 23, 2015.

17. Casualty and Condemnation.

(a) During the term of this Agreement, Seller shall maintain Special Form (formerly known as "All-Risk") property insurance, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of the Property and shall, at Buyer's request provide a certificate evidencing such coverage. Such policy shall be maintained with an insurance company qualified to do business in the State of Alabama, and rated at least B+/VIII by the most current Best's Key Rating Guide (or its equivalent, if such Guide ceases to be published). Risk of loss up to and including the Closing Date shall be borne by Seller.

(b) Seller shall promptly give Buyer written notice of any damage to the Property, describing such damage, stating whether such damage and loss of rents is covered by insurance and the estimated cost of repairing such damage. In the event of any damage to the Property, Buyer may, at its option, by notice to Seller given within 10 business days after Seller has provided the above described notice (and if necessary the Closing Date shall be extended to give Buyer the full 10 business day period to make its election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Buyer, or (ii) proceed under this Agreement, receive any insurance proceeds due Seller as a result of such damage and receive a credit at Closing for any deductible amount under said insurance policies. If Buyer elects (ii) above, Buyer may extend the Closing Date for the Property to obtain insurance settlement agreements with Seller's insurers, and Seller will cooperate with Buyer in obtaining the insurance proceeds and such agreements from Seller's insurers.

(c) (b) In the event any proceedings in eminent domain are contemplated, threatened or instituted against any portion of the Property by anybody having the power of eminent domain, Buyer may, at its option, by notice to Seller given within 10 business days after Seller provides written notice to Buyer of such proceedings together with all relevant information concerning such proceedings (and if necessary the Closing Date shall be extended to give Buyer the full ten (10) Business Day period to make such election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Buyer, or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Buyer its entire right, title and interest in and to any condemnation award, and Buyer shall have the joint right with Seller during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter

18. Miscellaneous. It is further agreed as follows:

(a) Notice. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), by facsimile transmission, or by electronic mail to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated.

For Buyer.

AmeriPride Services Inc.

10801 Wayzata Blvd.

Minnetonka, MN 55305

With a copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

420 20th Street North, Suite 1400

Birmingham, Alabama 35203

Attn.: Rojean E. Rada  
Telephone: (952) 738-4260  
Fax: (952) 738-3140  
Email: rojean.rada@ameripride.com  
For Seller:  
Jefferson County  
c/o Daniel Biles  
716 Richard Arrington Blvd. N.  
Birmingham, AL 35203  
Telephone: 205.731.2880  
Email: bilesd@jcca.org

Attn.: Murphy McMillan  
Telephone: (205) 244-3825  
Fax: (205) 488-3825  
Email: mmemillan@bakerdonelson.com  
With a copy to:  
Shawna Smith  
716 Richard Arrington Blvd. N.  
Birmingham, AL 35203  
Telephone 205.325.0121  
Email:

(b) Survival. All representations and warranties in this Agreement shall survive the Closing, and any covenants for performance after the Closing shall survive the Closing for the period required for performance.

(c) No Waiver. Failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

(d) Brokerage. At closing, Seller agrees to pay a commission in the amount of three percent (3%) of the total purchase price to EGS Commercial Real Estate and three percent (3%) to IAG Commercial through separate commission agreements with EGS Commercial Real Estate, Inc. Such commission shall be shared equally and shall be paid at Closing. Seller and Buyer warrant and represent to each other that no other brokers are involved in this transaction. Seller and Buyer agree to indemnify and hold each other harmless from and against any other claims with respect to any form of compensation asserted by anyone in connection with this Agreement other than the above aforementioned brokers. If this Agreement should fail to close for any reason whatsoever, then no commission shall be due to the broker. When Seller and Buyer are both clients of EGS, certain differences or potential conflicts of interest may arise. In these situations, Seller agrees that EGS shall represent Seller and Buyer in a limited consensual dual agency capacity. This may only be done with the written, informed consent of all parties. In a limited consensual dual agency situation, EGS' duties remain the same as single agency with the exception that EGS and its licensees shall not disclose confidential information received from one party to any other party, unless so authorized in writing. By signing this agreement, Seller hereby consents to EGS acting in a limited consensual dual agency relationship.

AGENCY DISCLOSURE:

The listing company is: EGS Commercial Real Estate, Inc.

The selling company is: IAG Commercial

The listing company is an agent for the Seller

The selling company is an agent for the Buyer

Seller's Initials:      Buyer's Initials:

(e) Entire Agreement. This document constitutes the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

(f) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties. There are no restrictions on assignment (although assignment shall not relieve the assigning party from responsibilities under this Agreement).

(g) Governing. This Agreement shall be governed and enforced in accordance with the laws of the State of Alabama. In the event of litigation arising from this Agreement, venue shall be in the appropriate court in Jefferson County, Alabama.

(h) Construction of Terms. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

(i) Severability. In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

(j) Relationship of Parties. The parties are not partners or business associates in any form, as they are solely dealing at arms' length as a seller and buyer with respect to the Property.

(k) Dates. If any date provided for in this Agreement falls on a Saturday, Sunday, or holiday, the date shall be the next business day.

(l) Recording. Buyer may not record this Agreement.

(m) Prevailing Parties. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs, fees and expenses (including reasonable attorneys' fees) incurred in connection with such dispute.

(n) Site. This Agreement is effective as of the Effective Date which reflects the date last signed by Buyer or Seller. This Agreement may be signed in several counterparts and, together, shall constitute one document. Facsimile copies of signatures or digitally scanned signatures are acceptable to evidence complete agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

BUYER:

AmeriPride Services Inc.,

a Delaware corporation

\_\_\_\_\_, President and CEO

SELLER:

Jefferson County

James A. Stephens, President - Jefferson County Commission

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

\_\_\_\_\_  
Oct-22-2015-1001

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order Number 001 to the Agreement between Jefferson County, Alabama and Corinth Company, for the demolition of a residential house located on the animal clinic property, located at 6458 1<sup>st</sup> Avenue South, Birmingham, AL 35212, which reduces the agreement by \$2,910.62 to a total of \$9,939.38.

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

\_\_\_\_\_  
Oct-22-2015-1002

WHEREAS, Clinton Harris, Jr., a/k/a Charles Davis, debtor, defaulted on a loan issued through the Jefferson County Economic Development Loan Program; and

WHEREAS, Jefferson County and the Debtor reached an agreement to resolve their disputes on the terms and conditions set forth in a Settlement Agreement.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Settlement Agreement b and between Jefferson County, Alabama and Clinton Harris, Jr.

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

\_\_\_\_\_  
Oct-22-2015-1003

WHEREAS, in the normal course of business, amendments may be required to purchase and sale agreements in order to proceed in closing the transaction; and

WHEREAS, where these amendments don't materially affect the transaction, it may be necessary to handle in an expedited manner.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to approve and execute any amendments to the purchase and sale agreement for the former Office of Senior Citizens Services building that don't materially affect the terms of the agreement.

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

\_\_\_\_\_  
Oct-22-2015-1004

BE IT RESOLVED by the Jefferson County Commission that the annual salary for each of the following positions in the County Manager's Office be increased by 3% effective October 30, 2015:



Appointed Confidential Secretary  
Chief Deputy County Manager for Human and Community Services  
Deputy County Manager for Infrastructure  
Chief Financial Officer

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

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Oct-22-2015-1005

NOW THEREFORE BE IT RESOLVED THAT the 2015-2016 meeting dates for the Jefferson County Commission for the below months are as follows, unless otherwise modified and appropriate public notice given:

Tuesday Committee Meetings

Time: 9 A.M.  
Location: Commission Conference Room,  
Suite 200  
Jefferson County Courthouse

November 3 & November 17 (2015)

December 1 & 15 (2015)

January 5 & January 20

February 2 & February 16

March 1 & March 15

April 5 & April 19

May 3 & May 17

June 7 & June 21

July 12 & July 26

August 9 & August 23

September 7 & September 20

October 4 & October 18

November 1 & November 15

December 6 & December 20

Thursday Commission Meetings

Time: 9 A.M.  
Location: Commission Chamber,  
Suite 270, Jefferson County Courthouse  
Except \*\* denotes Bessemer Meeting

November 5 & November 19 (2015)

December 3 & 17 (2015)

January 7 & January 21\*\*

February 4 & February 18

March 3 & March 17

April 7 & April 21\*\*

May 5 & May 19

June 9 & June 23

July 14 & July 28\*\*

August 11 & August 25

September 8 & September 22

October 6 & October 20\*\*

November 3 & November 17

December 8 & 22

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

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Oct-22-2015-1006

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Birmingham for resurfacing improvements to Cherry Avenue from Dugan Avenue to 2180' north of Dugan Avenue and Flat Top Road north of Lacy Road to North Birmingham City Limits. The County being responsible for construction costs within the County and City being responsible for construction costs within the Birmingham City Limits in an amount not to exceed \$175,000.

AGREEMENT TO SHARE RESPONSIBILITIES

(Joint Services Agreement)

Two Paving Sites:

- 1.) Cherry Avenue from Dugan Avenue to 2180' North of Dugan Avenue
- 2.) Flat Top Road within Birmingham City Limits from \_\_\_\_\_' North of Lacey Road to North Birmingham City Limit

RECITAL:

JEFFERSON COUNTY, ALABAMA (County), and the CITY OF BIRMINGHAM, ALABAMA (City), enter into this agreement on the day of 2015. The provisions of this agreement shall become effective 2015.

WHEREAS, the County and City desire to make certain resurfacing improvements to Cherry Avenue from Dugan Avenue to 2180' North of Dugan Avenue and Flat Top Road within Birmingham City Limits from approximately " North of Lacey Road to North Birmingham

City Limit (Project); and

WHEREAS, the Project traverses through the jurisdictions of County and City; and

WHEREAS, both roads are to be resurfaced as part of the 2015 Resurfacing Project, Phase 2, to be let by County and City are desirous of County to include City portions; and

WHEREAS, all the parties desire to divide responsibilities for the Project as follows: County being responsible for construction costs within the County and City being responsible for construction costs within the Birmingham City Limits; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint purchasing/service agreement in accordance with Alabama Code §41-16-50(b) and §11 102-1, et seq., in order to authorize County to engage in the purchase of certain services and materials through the competitive bid process for use by the parties, i.e. in order for County and City to make certain improvements to Cherry Avenue from Dugan Avenue to 2180' North of Dugan Avenue and Flat Top Road within Birmingham City Limits from approximately \_\_\_\_\_' North of Lacey Road to North Birmingham City Limit.

IN CONSIDERATION OF THE PREMISES stated herein County and City mutually agree as follows:

I. PURPOSE: The Parties agree to jointly undertake to provide for the following improvements to Cherry Avenue from Dugan Avenue to 2180' North of Dugan Avenue and Flat Top Road within Birmingham City Limits from approximately \_\_\_\_\_' North of Lacey Road to North Birmingham City Limit. (Project): Milling, Resurfacing and other necessary repairs to the road bed for placement of the final pavement wearing surface.

II. BIDDING: The parties have authorized this agreement pursuant to an ordinance passed by City and a similar resolution passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:

a. County will prepare the Request For Proposal (RFP) and the list of qualified consultants to receive the RFP. County will assume responsibility for the solicitation of proposals from qualified engineering consultants for the Project.

b. County select an engineering consultant, prepare the scope of work, and be responsible for the fee for the production of construction plans.

c. County will enter into a separate agreement with the consultant chosen to provide the design and construction plans.

d. County is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.

- e. County will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
- f. City hereby agrees to pay to County the bid cost per mile for the portion within the City limits. Per mile cost to be determined by the low bid amount. City to be invoiced per mile bid amount multiplied by the number of miles within the City limits. Invoice amount shall not exceed One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00).
- g. County will invoice City after determination of the low bidder. City agrees to pay County the invoice within 30 days of receipt.
- h. Each parties' share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
- i. All advertising costs incurred by County on behalf of the joint purchasing agreement shall be paid by County.
- j. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.

III. TERM: The duration of this contract shall not exceed three years from the date of its final execution or end of the Project, whichever first occurs.

IV. IMPLEMENTATION: The parties agree as follows:

- a. County will assume responsibility for the management of the Project.
- b. County will provide Construction, Engineering & Inspection during the construction phase of the Project with City providing additional staff for the inspection for the portion of the Project within their jurisdiction.
- c. The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of the Project the City of Birmingham.
- d. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
- g. Each party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

V. IMMIGRATION LAW COMPLIANCE:

(a) Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act.

(d) 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.

VI. TERMINATION:

- a. Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.
- b. Upon termination, all unused materials purchased by the County under this agreement shall become the property of the County.

VII. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

(Sic)VII. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as

interpreted by Alabama Courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. (Jimmie) Stephens, President - Jefferson County Commission

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

ATTEST: City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney

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

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Oct-22-2015-1007

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Town of Morris for the resurfacing of Westland Lane in the amount of \$110,000 (64% County funds/\$70,000-36% Town of Morris funds/\$40,000)

#### CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this     day of     , 20     , by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the Town of Morris, Alabama, a municipal corporation, (hereinafter called "the Town").

WHEREAS, certain thru-roads located within the municipal limits of the Town have been determined by the Town to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the Town desires to contract with the County to purchase certain roadway maintenance services from the County; and

WHEREAS, the County and the Town desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the Town and County do mutually agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed by its own forces but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto. This contract will terminate on September 30, 2016.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the price terms which are attached hereto as Exhibit A.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the Town shall escrow with the County \$20,000.00, one-half of the estimated cost as outlined in the Schedule of Work. The Town will reimburse the County for the remaining one-half of estimated cost within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither the County's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

The County will not assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except for issues related to workmanship for up to one (1) year from the date of completion.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the Town the difference between advance payments received by the County for materials not used prior to the effective date of the termination.

Additionally, the Town agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (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.

Anything in this Agreement to the contrary notwithstanding, the County may immediately suspend any and all work to be performed hereunder in the event that the County is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 8. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the Town:           Town of Morris, Alabama  
                                  Attention: Mayor Joe Pylant  
                                  8304 Stouts Road  
                                  Morris, Alabama 35116  
                                  townmorris@bellsouth.net (Electronic Mail)

If to the County:       Jefferson County, Alabama  
                                  Attention: Tracy A. Pate, Interim Director/County Engineer  
                                  716 Richard Arrington Jr. Blvd. N., A-200  
                                  Birmingham, Alabama 35203  
                                  patet@ajccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 9. Governing Law. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 10. Force Majeure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement

will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

TOWN OF MORRIS, ALABAMA

Joe Pylant, Mayor

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

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Oct-22-2015-1008

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Cities of Birmingham, Irondale, Leeds and Trussville to share the cost, not to perform the work for resurfacing improvements to Floyd Bradford Road in an amount not exceed \$1,116,164 (Jefferson County - \$694,452/City of Birmingham -\$17,568/City of Irondale - \$161,409/City of Leeds - \$67,875/City of Trussville - \$174,860).

AGREEMENT TO SHARE RESPONSIBILITIES

(Joint Services Agreement)

Resurface of Floyd Bradford Road

JEFFERSON COUNTY, ALABAMA (County), the CITY OF BIRMINGHAM, ALABAMA (Birmingham), a municipal corporation, the CITY OF IRONDALE, ALABAMA (Irondale), a municipal corporation, the CITY OF LEEDS, ALABAMA (Leeds), a municipal corporation, and the CITY OF TRUSSVILLE, ALABAMA (Trussville) a municipal corporation, enter into this agreement on the day of , 2015. The provisions of this agreement shall become effective , 2015.

WHEREAS, the County, Birmingham, Irondale, Leeds, and Trussville, desire to make certain resurfacing improvements to Floyd Bradford Road (Project); and

WHEREAS, the Project traverses through five jurisdictions, County, Birmingham, Irondale, Leeds and Trussville; and

WHEREAS, all five parties desire to divide the Preliminary Engineering, Inspection and Construction costs based on the percentage of the Project in each jurisdiction as follows:

Jefferson County	\$694,452.00
City of Birmingham	\$ 17,568.00
City of Irondale	\$161,409.00
City of Leeds	\$ 67,875.00
City of Trussville	\$174,860.00

and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies

entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities; and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint purchasing/service agreement in accordance with Alabama Code §41-16-50(b), §11-102-1 et seq., and Act 1969-916 of the Acts of Alabama in order to authorize County to engage in the purchase of certain services and materials through the competitive bid process for use by the parties, i.e. in order for County, Birmingham, Irondale, Leeds and Trussville to make certain improvements to Floyd Bradford Road in Jefferson County, Alabama.

IN CONSIDERATION OF THE PREMISES stated herein County, Birmingham, Irondale, Leeds and Trussville mutually agree as follows:

- I. PURPOSE: The Parties agree to jointly undertake to provide for the resurfacing improvements to Floyd Bradford Road (Project).
- II. BIDDING: The parties have authorized this agreement pursuant to similar ordinances passed by Birmingham, Irondale, Leeds and Trussville and a similar resolution passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:

- a. County, Birmingham, Irondale, Leeds and Trussville will jointly prepare the Request For Proposal (RFP) and the list of qualified consultants to receive the RFP. County will assume responsibility for the solicitation of proposals from qualified engineering consultants for the Project.
- b. County will select an engineering consultant, prepare the scope of work, and negotiate the fee for the production of construction plans.
- c. County will enter into a separate agreement with the consultant chosen to provide the design and construction plans.
- d. County is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.
- e. County will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
- f. The aggregate cost of the Project shall not exceed \$1,116,164.00. The five parties agree to divide the Project costs based on the percentage of the Project in each jurisdiction as follows:

Jefferson County	\$694,452.00
City of Birmingham	\$ 17,568.00
City of Irondale	\$161,409.00
City of Leeds	\$ 67,875.00
City of Trussville	\$174,860.00

It is understood that the above is an estimate only, and in the event the cost is less than the estimate, the parties will receive a proportional refund accordingly.

- g. Each parties' share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
- h. All advertising costs incurred by County on behalf of the joint purchasing agreement shall be paid by County.
- i. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.

III. TERM: The duration of this contract shall not exceed three years from the date of its final execution or end of the Project, whichever first occurs.

IV. IMPLEMENTATION: The parties agree as follows:

a. County will assume responsibility for the management of the Project.

b. County will provide Construction, Engineering & Inspection during the construction phase of the Project with Birmingham, Irondale, Leeds and Trussville providing additional staff for the inspection for the portion of the Project within their jurisdiction.

c. The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Floyd Bradford Road located within the municipalities of Birmingham, Irondale, Leeds or Trussville.

d. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.

e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.

f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.

g. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Approval by a county governing body shall be by adoption of a resolution.

Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

h. Prior its entry into force, the executed Agreement between the parties shall be filed by County with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State and evidence of filing shall be provided to each of the other parties.

V. IMMIGRATION LAW COMPLIANCE:

(a) Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act.

(d) 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.

VI. TERMINATION:

a. Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

b. Upon termination, all unused materials purchased by the County under this agreement shall be returned to the County within 30 days of termination.

VII. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VIII. GOVERNING LAW: This agreement shall be governed ,by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.



JEFFERSON COUNTY, ALABAMA

James A. (Jimmie) Stephens, President - Jefferson County Commission

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

ATTEST: City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney

CITY OF IRONDALE, ALABAMA

Tommy J. Alexander, Mayor

ATTEST: City Clerk

CITY OF LEEDS, ALABAMA

David Miller, Mayor

ATTEST: City Clerk

CITY OF TRUSSVILLE, ALABAMA

Eugene A. Melton, Mayor

ATTEST: City Clerk

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 1,725' of buried cable along Davey Allison Boulevard in Hueytown.
2. AT&T Corporation to install 433' of buried cable at 5977 Eastern Valley Road in McCalla.
3. Trussville Utilities Board to install 8,648' of 12", 6", and 2" water main on Will Keith Road and Honor Keith Road in Trussville.

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

Oct-22-2015-1009

WHEREAS, Jefferson County, Alabama have been notified by the State of Alabama Department of Transportation, of Project Number: STPBH-7002(601) Demolition and Structure Removal at Various Locations along Morgan Road (CR-52,) from I-459 to South Shades Crest Road; and

WHEREAS, the County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project; and

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of road improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President, be and hereby is authorized, empowered and directed to execute the resolution on behalf of Jefferson County, Alabama.

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Morgan Road (CR 52) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number STPBH-7002(601) Demolition and Structure Removal at Various Locations along Morgan Road (C2-52) from I-459 to South Shades Crest Road.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the coon of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided. for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County; that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby

approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation; the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking without an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvement, all of which are more specifically stated as follows:

N/A This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Lighting Plan Notes (Sheet 2)

Please refer to: Traffic Control Plan Notes (Sheets 2A)

Please refer to: Traffic Control Plans (Sheets 11 - 13)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will ratify in the future permit, encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory or warning signs, signals, median crossover, curb and pavement or other makings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signals installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that, subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 22<sup>nd</sup> day of October, 2015.

ATTEST

James A. Stephens

County Clerk

Commission President

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

Oct-22-2015-1010

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the petty cash fund in the amount of \$1,050 established for the Roads and Transportation Department; along with Fleet Management be increased to \$4,250.00. The division of such funds shall be as follows:

- A. \$500 shall be assigned to the Administration Division
- B. \$500 shall be assigned to the Right-of-Way Division
- C. \$1000 shall be assigned to the Highway Engineering Division
- D. \$500 shall be assigned to Highway Maintenance Bessemer Division
- E. \$500 shall be assigned to Highway Maintenance Ketona Division
- F. \$500 shall be assigned to Traffic Division
- G. \$500 shall be assigned to the Fleet Management Central Shop
- H. \$250 shall be assigned to Fleet Management Bessemer Shop

The petty cash transaction limit will be increased from \$250 per vendor to \$500 per vendor per day.

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

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Oct-22-2015-1011

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

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

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Oct-22-2015-1012

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

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

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Oct-22-2015-1013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Lexington Insurance Company in the amount of \$46,934.78 in return for execution of the two Sworn Statement in Proof of Loss forms.

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

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Oct-22-2015-1014

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Bethany E. Alexander in the amount of One Thousand Ninety Six and 51/100 (\$1,096.51) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Bethany E. Alexander in the amount of \$1,096.51 and forward it to the County Attorney for disbursement.

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

Oct-22-2015-1015

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Aleethia Ifeadi in the amount of Three Hundred Thirty Seven and 20/100 (\$337.20) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Aleethia Ifeadi in the amount of \$337.20 and forward it to the County Attorney for disbursement.

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

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Oct-22-2015-1016

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the wrongful death claim by Anthony Piazza, Personal Representative of the Estate of Ricky Hinkle, Deceased, has been denied.

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

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Oct-22-2015-1017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Lavon Evans in the amount of One Thousand Three Hundred Twenty and 00/100 (\$1,320.00) Dollars.

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

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Oct-22-2015-1018

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. Aug-27-2015-781 approving an Agreement between Jefferson County, Alabama and West Group is amended to reflect the correct amount of the contract, which is in an amount not to exceed \$25,000.00 annually: The prior resolution reflected \$19,489.80, which was not accurate.

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

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Oct-22-2015-1019

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

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

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

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

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

Z-2015-013 David L. and Barbara A. Sanders, owners; Daryl Sanders, applicant requests a change of zoning on part of Parcel ID# 43-11-4-000-007.001 in Section 11 Twp 20 South Range 5 West from A-1 (Agricultural) to I-1 (Light Industrial) for mini-storage facility also offering outdoor storage space for boats and recreational vehicles. (Case Only: 5525 McAshan Drive, McCalla, AL 35111)(MCCALLA)(2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. The colors of the buildings and doors shall be light earth tones; 2. No doors shall be visible from any public property or the public right-of-way; 3. All site lighting shall be directed downward and be the minimum necessary for safety and security; 4. Where the property borders agriculture or residential zoning there shall be a six (6) foot tall wood fence with 15' of landscaping or a six (6) foot chain link fence with a 15' buffer; 5. The front of the property shall have a six (6) foot black vinyl chain link fence with a ten (10) foot planted strip with shrubs spaced every three (3) feet and shade trees spaced every fifty (50) feet to be approved by the Department of Land Planning; 6. The roofs of all buildings shall have a pitch of 2 in 12; 7. The use of the property shall be restricted to a mini-storage facility with outdoor storage for boats and recreational vehicles only. (PUBLIC HEARING HELD ON THIS CASE SEPTEMBER 24, 2015)

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-013 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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Oct-22-2015-1020

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Rose of Morgan, Inc., applicant; Sohail Hajani, Director/Store Manager; d/b/a Morgan Food Mart located at 3220 Morgan Road, Bessemer, AL 35023; for an off-premise only (050) retail Beer and an (070) Retail Table Wine license, be and hereby is approved.

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

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Oct-22-2015-1021

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-2015-017 Sandra R. Jackson, owner; Randy Sain, agent requests a change of zoning on Parcel ID# 22-11-3-001-005.000 in Section 11 Twp 17 South Range 3 West from I-3 (Industrial) to R-6 (Residential) for compliance for residential property. (Case Only: 4178 22<sup>nd</sup> Street North, Birmingham, AL 35207)(WASHINGTON HEIGHTS)(0.2 Acres M/L)

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

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

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Oct-22-2015-1022

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 10/1/15 - 10/5/15

1. JEFFERSON COUNTY DEPARTMENTS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO AWARD BID FOR

- COPIER MAINTENANCE ON AS NEEDED BASIS FOR XEROX AND SHARP COPIERS FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 135-15
2. JEFFERSON COUNTY DEPARTMENTS FROM ELECTRONIC RISK CONSULTANT, WHITEHOUSE STATION, NJ, TO AWARD BID FOR COPIER MAINTENANCE ON AS NEEDED BASIS FOR SAVIN AND ROYAL COPIERS FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 135-15
  3. JEFFERSON COUNTY DEPARTMENTS FROM KONICA MINOLTA, BIRMINGHAM, AL, TO AWARD BID FOR COPIER MAINTENANCE ON AS NEEDED BASIS FOR KONICA MINOLTA COPIERS FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 135-15
  4. ENVIRONMENTAL SERVICES AND GENERAL SERVICES DEPARTMENTS FROM B&D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR SMALL ELECTRIC MOTOR REPAIR OR REPLACEMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/22/15 – 9/30/16. REFERENCE BID # 136-15
  5. ENVIRONMENTAL SERVICES AND GENERAL SERVICES DEPARTMENTS FROM JASPER ELECTRIC MOTORS INCORPORATED, JASPER, AL, TO AWARD BID FOR LARGE ELECTRIC MOTOR REPAIR OR REPLACEMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/22/15 – 9/30/16. REFERENCE BID # 136-15
  6. COOPER GREEN MERCY HEALTH SERVICES FROM HEIDELBERG ENGINEERING, CARLSBAD, CA, TO AWARD BID FOR ONE (1) SPECTRALIS FA+OCT AND ACCESSORIES WITH WARRANTY FOR THE PERIOD OF 10/08/15 – 10/07/16. REFERENCE BID # 138-15
  7. COOPER GREEN MERCY HEALTH SERVICES FROM ELLEX, MINNEAPOLIS, MN, TO AWARD AND PURCHASE ONE (1) ULTRA Q-R MICROSURGICAL YAG LASER AND ACCESSORIES FOR THE PERIOD OF 10/22/15 – 10/21/16. REFERENCE BID # 141-15
  8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ACTION TIRE COMPANY, FOREST PARK, GA, TO AWARD BID FOR TIRE RECAPPING FOR LARGE TRUCKS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 144-15
  9. GENERAL SERVICES FROM BUFFALO ELECTRIC COMPANY, BIRMINGHAM, AL, TO RENEW BID FOR ELECTRICAL SUPPLIES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 8/15/15 – 8/14/16. (SECOND YEAR RENEWAL) REFERENCE BID # 122-13
  10. BULK STORES WAREHOUSE FROM AURORA CASKET COMPANY LLC, AURORA, IN, TO RENEW BID FOR CASKETS, ADULT TO BE ORDERED AS NEEDED FOR THE PERIOD OF 11/20/15 – 11/19/16. (FIRST YEAR RENEWAL) REFERENCE BID # 171-14

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

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Oct-22-2015-1023

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/1/15 - 10/5/15 and 10/6/15 - 10/12/15, BE AND HEREBY IS APPROVED.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Mark Coste and Mark Wilson	\$550.00
Commercial Appraisal Manual	
Birmingham, AL – October 5-9, 2015	

General Services

Marvin Harris	\$225.00
Daniel Tessenner	\$225.00

Election Center Workshop Certification  
Auburn, AL – October 28-29, 2015

Individual Staff Development

Board of Equalization

Lisa Meuse \$39.00  
Managing Multiple Priorities, Projects and Deadlines  
Birmingham, AL – December 8, 2015

Board of Registrars

Barry Stephenson \$151.50  
Election Conference  
Tuscaloosa, AL – October 28-29, 2015

Finance

George Tablack \$386.67  
ACCA Workshop  
Prattville, AL – November 4-5, 2015

Information Technology

Kevin Scott Garland \$884.65  
EMC VNX Storage Days  
Durham, NC – October 26-28, 2015

Tax Assessor - Birmingham

Shelia Nixon \$550.00  
Fundamentals of Real Property  
Bessemer, AL – November 9-13, 2015

Tax Assessor - Bessemer

Charles Winston \$653.72  
New Official's Orientation Conference  
Montgomery, AL – November 16-18, 2015

For Information Only

Personnel Board

Terria McDonald \$575.00  
Career Fair University of Alabama  
Tuscaloosa, AL – September 24, 2015

Terria McDonald \$25.00  
Career Fair New Rising Star  
Birmingham, AL – September 25, 2015

Veronica Merritt \$359.00  
2015 Birmingham Business Journal Women's Summit  
Birmingham, AL – November 18, 2015

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

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Oct-22-2015-1024

WHEREAS, an acknowledgment of the current number of Microsoft software licenses in use by Jefferson County Commission is required by our vendor, Software House International (SHI) in order for them to provide the County's Microsoft software.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized to execute the Microsoft Volume Licensing Program Signature Form, designated as Agreement Number - 01E73377.

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

WHEREAS, Jefferson County desires to expand driver license renewal and replacement services for its office located in Hoover for the convenience of its citizens; and

WHEREAS, The State of Alabama Law Enforcement Agency desires to provide data circuits for the installation and implementation of driver license stations in Hoover in order to accommodate expanded services.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Memorandum of Understanding with the State of Alabama Law Enforcement Agency to provide a data circuit for the Revenue Office located in Hoover for the purpose of issuing driver license renewals and replacements at a cost of \$850 per month and the Finance Director is authorized to issue payment for the initial connect fee of \$550 to establish the circuit.

MEMORANDUM OF UNDERSTANDING

Between the

State of Alabama Law Enforcement Agency

and

Jefferson County, Alabama

I. PARTIES:

This Memorandum of Understanding (MOU) constitutes an agreement between the State of Alabama Law Enforcement Agency (ALEA) and Jefferson County, Alabama.

II. PURPOSE:

This MOU describes the respective responsibilities of the State of Alabama Law Enforcement Agency and Jefferson County, Alabama. Authorized employees or contractor personnel of the ALEA and the Jefferson County Revenue Department will carry out the requirements of the MOU.

III. Implementation:

ALEA is to provide a data circuit to the Jefferson County Revenue Department for the purpose of issuing driver license.

A. ALEA will provide a data circuit for the new office at the 1901 Hoover Court, Birmingham, Alabama 35226, for the purpose of issuing driver license renewals and replacements at a cost of \$850.00 a month. Monthly charges for the circuit will not start until the circuit has been connected.

B. The Jefferson County Revenue Department will be billed monthly by ALEA. Jefferson County Revenue Department then will be responsible for submitting payment for the data circuit each month to ALEA and should mail the payment to 301 South Ripley, ATTN: Accounts Receivable, Montgomery, Alabama 36104.

C. ALEA will charge the Jefferson County Revenue Department an initial \$550.00 connect fee to establish the circuit. The Jefferson County Revenue Department will submit the connect fee payment for the circuit upon signing this MOU. ALEA will order the circuit upon receipt of the connect fee. The new circuit will take approximately 45 days to connect after the receipt of the connect fee.

D. ALEA will install a switch, which will be connected to the installed data circuit, once the circuit is installed. The Jefferson County Revenue Department will be responsible for the cabling between the installed switch and the driver license issuance station.

E. ALEA will be responsible for maintaining and monitoring the switch and circuit.

The Jefferson County Revenue Department will ensure the circuit is only used for driver license issuance.

IV. Points of Contact:

A. ALEA Point of contact is the License Services Division Chief, Major Deena L. Pregno. The contact phone number is 334-353-1974.

B. The Jefferson County Revenue Department point of contact is the Director, Travis Hulsey. The contact phone number is 205-325-5191.

V. Effective Date:

This MOU is effective upon the signature of both parties and shall continue in effect unless modified in writing by the mutual consent of both parties or terminated by either party upon 30 days prior written notice to the other party by certified or registered mail, return receipt requested.

This MOU and any annexes hereto may be amended or revised at any time upon the mutual written consent of the parties.

ALEA may terminate this MOU without prior written notice if deemed necessary because of a requirement of law or policy, upon a determination by ALEA that there has been a breach of system integrity or security by the Jefferson County Revenue Department, or a failure by the Jefferson County Revenue Department to comply with established procedures or legal requirements.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the State of Alabama, its agencies, officers or employees. The foregoing constitutes the full agreement on this subject between ALEA and Jefferson County, Alabama.



Approved and Agreed Upon:

Major Deena Pregno Date

Driver License Division Chief

Alabama Law Enforcement Agency

301 South Ripley

Montgomery, Alabama 36104

James A. "Jimmie" Stephens Date

President

Jefferson County Commission

716 Richard Arrington Jr. Blvd. North

Birmingham, Alabama 35203

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

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Oct-22-2015-1026

WHEREAS, Jefferson County desires to expand driver license renewal and replacement services for its office located in Center Point for the convenience of its citizens; and

WHEREAS, The State of Alabama Law Enforcement Agency desires to provide data circuits for the installation and implementation of driver license stations in Center Point in order to accommodate expanded services;

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Memorandum of Understanding with the State of Alabama Law Enforcement Agency to provide a data circuit for the Revenue Office located in Center Point for the purpose of issuing driver license renewals and replacements at a cost of \$850 per month and the Finance Director is authorized to issue payment for the initial connect fee of \$550 to establish the circuit.

MEMORANDUM OF UNDERSTANDING

Between the

State of Alabama Law Enforcement Agency

and

Jefferson County, Alabama

I. PARTIES:

This Memorandum of Understanding (MOU) constitutes an agreement between the State of Alabama Law Enforcement Agency (ALEA) and Jefferson County, Alabama.

II. PURPOSE:

This MOU describes the respective responsibilities of the State of Alabama Law Enforcement Agency and Jefferson County, Alabama. Authorized employees or contractor personnel of the ALEA and the Jefferson County Revenue Department will carry out the requirements of the MOU.

III. Implementation:

ALEA is to provide a data circuit to the Jefferson County Revenue Department for the purpose of issuing driver license.

A. ALEA will provide a data circuit for the new office at the 2651 Center Point Parkway, Birmingham, Alabama 35215, for the purpose of issuing driver license renewals and replacements at a cost of \$850.00 a month. Monthly charges for the circuit will not start until the circuit has been connected.

B. The Jefferson County Revenue Department will be billed monthly by ALEA. Jefferson County Revenue Department then will be responsible for submitting payment for the data circuit each month to ALEA and should mail the payment to 301 South Ripley, ATTN: Accounts Receivable, Montgomery, Alabama 36104.

C. ALEA will charge the Jefferson County Revenue Department an initial \$550.00 connect fee to establish the circuit. The Jefferson County Revenue Department will submit the connect fee payment for the circuit upon signing this MOU. ALEA will order the circuit upon receipt of the connect fee. The new circuit will take approximately 45 days to connect after the receipt of the connect fee.

D. ALEA will install a switch, which will be connected to the installed data circuit, once the circuit is installed. The Jefferson County Revenue Department will be responsible for the cabling between the installed switch and the driver license issuance station.

E. ALEA will be responsible for maintaining and monitoring the switch and circuit.  
The Jefferson County Revenue Department will ensure the circuit is only used for driver license issuance.

IV. Points of Contact:

A. ALEA Point of contact is the License Services Division Chief, Major Deena L. Pregno. The contact phone number is 334-353-1974.

B. The Jefferson County Revenue Department point of contact is the Director, Travis Hulsey. The contact phone number is 205-325-5191.

V. Effective Date:

This MOU is effective upon the signature of both parties and shall continue in effect unless modified in writing by the mutual consent of both parties or terminated by either party upon 30 days prior written notice to the other party by certified or registered mail, return receipt requested.

This MOU and any annexes hereto may be amended or revised at any time upon the mutual written consent of the parties.

ALEA may terminate this MOU without prior written notice if deemed necessary because of a requirement of law or policy, upon a determination by ALEA that there has been a breach of system integrity or security by the Jefferson County Revenue Department, or a failure by the Jefferson County Revenue Department to comply with established procedures or legal requirements.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the State of Alabama, its agencies, officers or employees.

The foregoing constitutes the full agreement on this subject between ALEA and Jefferson County, Alabama.

Approved and Agreed Upon:

Major Deena Pregno Date

Driver License Division Chief

Alabama Law Enforcement Agency

301 South Ripley

Montgomery, Alabama 36104

James A. "Jimmie" Stephens Date

President

Jefferson County Commission

716 Richard Arrington Jr. Blvd. North

Birmingham, Alabama 35203

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

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Thereupon the Commission 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, November 5, 2015.

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President

ATTEST

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Minute Clerk