

STATE OF ALABAMA)

JEFFERSON COUNTY) March 19, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:08 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of March 5, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

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The Commission met in Work Session on March 17, 2015, and approved the following items to be placed on the March 19, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee - no items.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 8.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 17, Addendum Items 1 and 2 and 2 additional items.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1 and Addendum Items 5 and 6.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 23, Addendum Items 3 and 4 and 4 additional items.

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Mar-19-2015-215

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-2015-002 Katrina Jarboe, owner; requests a change of zoning on Parcel ID# 40-08-4-041007.001, in Section 8 Twp 19 South Range 2 West from R-2 (Single Family) to A-1 (Agricultural) to allow for the keeping of horses on a residential property. (Case Only: 4997 Coshatt Drive, Birmingham, AL 35244)(ACTON)(13.3 Acres M/L)

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

Motion was made by Commissioner Knight seconded by Commissioner Carrington that Z-2015-002 be approved subject to filing

of covenants. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

Z-2015-003 McAdory Area Fire District, owners; David Arrington, agent; requests a change of zoning on Parcel ID# 43-14-3-040-006.002, in Section 14 Twp 24 South Range 5 West from A-1 (Agricultural) to INSTITUTIONAL-2 for a fire station and sheriff's substation. (Case Only: 5977 Eastern Valley Road, McCalla AL 3511)(MCCALLA)(7.6 Acres M/L)

RESTRICTIVE COVENANT: 1. Any exterior lighting shall be directed downward; 2. Any freestanding sign on the property shall be a monument sign; and, 3. The old construction drive shall be removed and the owner shall remove the beaver dams on the property.

Motion was made by Commissioner Knight seconded by Commissioner Carrington that Z-2015-003 be carried over until April 9, 2015 for further review. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

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Mar-19-2015-216

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

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

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the McAdory Storm Shelter Project (B-13-US-01-0001-MCSS) from the Community Development Block Grant Recovery Fund Program.

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

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Mar-19-2015-217

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the McAdory Storm Shelter (B-13-US-01-0001-McSS).

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

Mar-19-2015-218

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

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

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and,

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15)

day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP) from the Community Development Block Grant Fund Program.

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

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Mar-19-2015-219

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP).

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

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Mar-19-2015-220

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby proclaim April, 2015 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

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

Mar-19-2015-221

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Workforce Innovation and Opportunity Act (WIOA) application for Jefferson County as a Local Area.

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

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Mar-19-2015-222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the CDBG NDR application and other related documents.

BE IT FURTHER RESOLVED that the Commission commits up to \$250,000.00 if the grant is approved for funding; commits the County to within one (1) year of being approved in Phase II competition, building codes will be adjusted for affordable housing the county is a participant with and consideration of further expansion of the county's building code to promote resiliency for natural disasters.

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

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Mar-19-2015-223

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

Birmingham Barons, LLC to become a corporate sponsor which will provide a means to raise awareness of the JobsQuest employment web-site for the period April 9, 2015 - September 7, 2015 in the amount of \$27,000.

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

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Mar-19-2015-224

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Jim Lowery to the McCall Area Fire District Board of Trustees, for a term ending November 2019, be and hereby is approved.

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

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Mar-19-2015-225

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and McAdory Area Fire District for lease of 7.1 acres of real property for operation of a Sheriff's substation for the period March 1, 2015 - February 28, 2014 at the annual rent of \$1.00.

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into by the McAdory Area Fire District (the "Lessor") and Jefferson County, Alabama a political subdivision of the State of Alabama (the "Lessee"), wherein the parties hereto agree as follows:

WHEREAS, the Lessor owns a certain parcel of real property, hereinafter particularly described, that fronts Eastern Valley Road in the McAdory area of Jefferson County, Alabama;

WHEREAS, the Lessor has previously entered into a Memorandum of Understanding with Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama ("Sheriff Hale"), to allow Sheriff Hale to use the aforesaid certain parcel of real property, hereinafter particularly described, for all lawful operations of the Jefferson County Sheriffs Office (the "Sheriffs Office");

WHEREAS, the Lessor and Sheriff Hale entered into the aforesaid Memorandum of Understanding in anticipation that the Lessor would thereafter enter into an agreement to transfer or lease some or all of the aforesaid certain parcel of real property, hereinafter particularly described, to Sheriff Hale and/or the Lessee to use to construct a substation for the Sheriffs Office;

WHEREAS, the Lessor is willing to lease the aforesaid certain parcel of real property, hereinafter particularly described, to the Lessee for the purpose of constructing and maintaining a substation for the Sheriffs Office and for all lawful operations of the Sheriff's Office;

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this Lease, the Lessor and Lessee agree that:

1. THE PREMISES. The Lessor agrees to lease an approximately 7.1 acre parcel of real property particularly described on Exhibit A hereto (the "Premises") to the Lessee according to the terms set forth in this Lease.
2. USE OF THE PREMISES. During the term of the Lease, the Lessee may use the Premises for any lawful operation of the Sheriffs Office, which may include, but is not limited to, constructing, erecting, or otherwise placing mobile and/or fixed structures on the Premises that may be used as a substation for the Sheriffs Office. Subject to the provisions of Section 7 of this Lease, the parties agree that any fixed structure constructed or erected on the Premises during the term of this Lease shall become a fixture to the Premises and that the Lessor shall retain possession of any such fixture upon the termination of this Lease subject to provisions of Section 7.
3. LESSOR'S RETAINED AREA. In using the Premises as set forth in this Lease, the Lessee agrees that it will refrain from constructing, erecting, or otherwise placing a fixed structure on an area of the Premises not to exceed 10,000 square feet on which the Lessor may hereafter use for its operations (the "Retained Area"). Given the present uncertainty concerning how and when the Lessor will use the Retained Area, the Lessor and the Lessee agree the Lessee has the sole right to determine the exact location of the Retained Area provided that said location does not completely prohibit, or substantially and unreasonably prohibit, the Lessor's use of the Retained Area for its operations. The Lessor and the Lessee agree that the Lessor's use of the Retained Area shall not interfere - either temporarily or permanently, either wholly or partially - with the Lessee's use of the Premises.
4. TERM. The term of the Lease shall begin on March 1, 2015 and shall continue for a period of ninety-nine (99) years until February 28, 2114.
5. RENT. In consideration for the use of the Premises, the Lessee agrees to pay the Lessor an annual rent of One and 00/100 Dollar (\$1.00) (the "Rent") for the Premises. The Lessee agrees to pay the Rent to the Lessor on or before the 1st day of each March for each year that this Lease is in effect, with the first Rent payment being due on or before March 15, 2015. The parties agree that the Rent includes all applicable charges due and owing from the Lessee for the lease of the Premises.
6. PREMISES REPAIRS AND MAINTENANCE. The parties agree that, during the term of the Lease, the Lessee will be responsible for any necessary maintenance and repairs to the Premises and any mobile and/or fixed structures placed thereon, except that the Lessor will be solely responsible for any necessary maintenance and repairs to the Retained Area and any mobile and/or fixed structures placed thereon.
7. TERMINATION. The parties may mutually agree to terminate this Lease at any time. The Lessee may terminate this Lease, for any reason and with or without cause, upon at least ninety (90) days written notice to the Lessor. In the event that the Lessee terminates this Lease, the Lessor shall retain possession of any fixed structure that Lessee has constructed or erected on the Premises. The Lessor may terminate this Lease, for any reason and with or without cause, upon at least three hundred and sixty five (365) days written notice to the Lessee and upon Lessor's payment to the Lessee of the then fair market value, as determined by an appraiser agreed upon by the parties, of any fixed structure that Lessee has constructed or erected on the Premises.
8. ASSIGNABILITY. Neither the Lessor nor the Lessee will assign, in whole or in part, this Lease without the prior written consent of the opposite party.
9. GOVERNING LAW. This Lease shall be governed by the laws of the state of Alabama and any applicable local ordinances. The venue for any dispute arising under this Lease shall be the Birmingham Division of the Circuit Court of Jefferson County, Alabama.
10. NOTICES. All notices to the Lessor will be addressed to:

McAdory Fire District  
5944 Pocahontas Road  
Bessemer, AL 35022

All notices to Lessee will be addressed to:

Jefferson County Manager  
Room 251  
716 Richard Arrington Blvd. North  
Birmingham, AL 35203

11. AMENDMENT. This Lease may be amended at any time only with the written consent of both parties.
12. ENTIRE AGREEMENT. This Lease constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.
13. DULY AUTHORIZED EXECUTION. The parties agree that the signatories to this Lease are duly authorized to enter into this Lease.
14. SHERIFF'S STATUS. The parties have entered into this Lease based on the Lessee's obligation, under Alabama law, to provide funding to Sheriff Hale to carry out the duties of his office. The parties agree and acknowledge that nothing contained in this Lease is intended to make, and nothing in this Lease shall be interpreted to make, Sheriff Hale (or his successors) or any Deputy Sheriff an employee of the Lessee. The parties agree and acknowledge that nothing in this Lease shall constitute a waiver of the sovereign immunity or any other immunity that Sheriff Hale (or his successors), the Deputy Sheriffs, or any other Sheriffs Office personnel enjoy, separately or jointly, under the United States Constitution, the Alabama Constitution, and/or the statutes of the State of Alabama.

AGREED AND ACCEPTED:

James A. Stephens, President - Jefferson County Commission

AGREED AND ACCEPTED:

Jack L. Self / Brandon Bagwell

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

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Mar-19-2015-226

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Hueytown High School Football Program Community Enrichment to provide funding in the amount of \$2,500 to assist with the purchase and/or the acquisition of maintenance and repair of: field equipment, storage building and a billboard.

**COMMUNITY GRANT PROGRAM**

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

WHEREAS, under this Program, Hueytown High School Football Program Community Enrichment ("HHSFPCE") applied for a grant of funds for \$2,500.00; and

WHEREAS, HHSFPCE is a 501(c)(3) organization which seeks to purchase and/or the acquisition of maintenance and repair of: field equipment, storage building and a billboard; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to HHSFPCE a lump sum payment of \$2,500.00 upon execution of this agreement.
3. HHSFPCE shall use the public funds to assist with the purchase and/or the acquisition of maintenance and repair of: field equipment, storage building and a billboard.

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

4. HHSFPCE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2015, whichever shall occur first.

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

6. HHSFPCE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County

pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

HUEYTOWN HIGH SCHOOL FOOTBALL PROGRAM COMMUNITY ENRICHMENT

Scott Mansell, Head Coach

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

Mar-19-2015-227

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Charles Vickers, Jr., to serve on the Warrior River Water Authority Board for a term expiring March 1, 2021, be and hereby is approved.

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

Mar-19-2015-228

BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing on Minor Parkway from Crumley Chapel Road to US-78 (SR-5).

Length -1.63 miles

Project# ACAA62947-ATRP (009); ATRIP# 37-05-57

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by fine County Clerk.

Passed, adopted, and approved this day of , 20

ATTESTED:

James A. Stephens

County Clerk

Chairman, Jefferson County Commission

AGREEMENT FOR

ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM (ATRIP) PROJECT  
BETWEEN TIE STATE OF ALABAMA AND JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Jefferson County (FEIN 63-6001579), hereinafter referred to as the COUNTY;

in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on Minor Parkway from Crumley Chapel Road to US-78 (SR-5). Length -1.63 miles - Project# ACAA62947-ATRP (009); ATRIP# 37-05-57

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT, The COUNTY will be responsible for submitting all required environmental documents To the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 33 5-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 870,904.00
County Funds	\$ 217,726.00
Total (Including E & I)	\$ 1,088,630.00
- (11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work

by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

(15) It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

(16) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

(17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

(18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.

(19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).

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

(21) Exhibits M and N are attached and hereby made a part of this agreement.

(22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.

(24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as .the date of the approval of the Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. Stephens

Clerk

Chairman

Jefferson County Commission

RECOMMENDED:

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

Innovative Programs Engineer

Chief Engineer

Edward N. Austin, P.E.

Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Chief Counsel Transportation Director

Jim R. Ippolito, Jr.     John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF     , 20

GOVERNOR OF ALABAMA

ROBERT BENTLEY

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

\_\_\_\_\_

Mar-19-2015-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a letter to the Alabama Department of Transportation to concur with the award of a contract to Midsouth Paving, Inc., Birmingham Alabama for the resurfacing on Minor Parkway from Crumley Chapel Road to US-78 - Project #ACAA62947-ATRIP - ATRIP# 37-05-57.

March 10, 2015

Mr. Edward N. Austin, P.E.  
State Innovative Programs Engineer  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Administrative Building, Room 110  
Montgomery, AL 36110-2060

RE: Project No. ACAA62947-ATRP(009), ATRIP 37-05-57  
Jefferson County

Dear Mr. Austin:

This is to advise that the Jefferson County Commission concurs in the award of the contract to: Midsouth Paving, Inc., Birmingham, Alabama for the construction of the referenced project.

Also attached is the County's check in the amount of \$210,736.00 for the County's participation in this project.

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

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

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Mar-19-2015-230

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: March 6, 2015  
Purpose: Payment to the Department of Housing and Urban Development for acquired Temporary Construction Easement that contains 0.032 acres, more or less (site address) – 1618 Patton Chapel Road  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 20 Agent: Alan K. Dodd  
Price: \$700.00  
Pay to the order of: Department of Housing and Urban Development  
Mailing Address: Five Points Plaza Building, 40 Marietta Street  
Atlanta, Georgia 30303-2806

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
Check Delivery Code 84

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

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Mar-19-2015-231

RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT  
AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT  
VIA SALE TO SUMTER COUNTY OF ALABAMA

WHEREAS, the County Fleet Manager has determined that the following list of retired rolling stock and miscellaneous equipment

to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County asset is hereby declared surplus property, removed from the fixed assets inventory, and disposed of via sale to Sumter County, Alabama

<u>Equipment ID</u>	<u>Mileage</u>	<u>Serial Number</u>	<u>Description</u>	<u>Asset Number</u>	<u>Year</u>
A036009	246,841	2FAFP71 W93X107979	SEDAN 4 DR C V G/W 03	020068	2003
A0360102	289,479	IFMPU16L73LB66489	SUV AT4 EXPEDITION 03	031435	2003
A036070	207,279	IFBSS31L33HA81454	VAN PASS 15 E350 03	030899	2003
A046011	230,205	2FAFP71 W54X154198	SEDAN 4 DR C V G/W 04	040652	2004

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

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

Mar-19-2015-232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Jackson Road between New Castle Road and Narrows Road in order to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert beginning Monday, March 23 and ending Friday, March 27, 2015.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

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Mar-19-2015-233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Jackson Road between Happy Top Road between Morris Majestic Road and Creel Road in order to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert beginning Monday, April 6 and ending Friday, April 10, 2015.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

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Mar-19-2015-234

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 Maytown for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the Town's corporate limits and municipal jurisdiction.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND  
THE TOWN OF MAYTOWN, ALABAMA REGARDING  
MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the Town of Maytown, Alabama, hereinafter referred to as "Town", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the Town's corporate limits and municipal jurisdiction.

WHEREAS, the Town desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the Town; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

WHEREAS, the County is willing to enter into an agreement with the Town for the maintenance of roadways specified in this Agreement.

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility.

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same.

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

The roads and portions of roads locate in the jurisdictional limits of the Town and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto. The roads to be included in this agreement are as follows:

1. County Road 110 (also known as Shady Grove Road) from Highway 269 northerly through the city limits
2. County Road 57 (aka Mulga Loop Road) from Highway 269 northerly through the city limits

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer  
Room A200 Courthouse  
716 Richard Arrington Jr. Blvd N  
Birmingham, AL 352133

The City's designated Administrator shall be the following:

Ann Goolsby, Manor

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the Town to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the Town and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permits, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges - The County shall only be responsible for the following bridges:

*There are no bridges maintained by Jefferson County within this municipality.*

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBLS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the Town shall share in the costs to the County at 50% of the County's portion due to ALDOT.

8. Other - The County is considered to have permission from the Town to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

Town's Responsibilities:

The Town shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping\*, markings, signals\*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The Town shall also make available to the County services such

as police for the temporary traffic control as may be necessary to direct traffic through a work zone.

2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the Town's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the Town and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the Town Administrator. Should the Town not take action within a reasonable time; the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the Town shall be responsible for restoring access to adjacent parcels and replant of the structure. If the County has to replace the structure to maintain the roadbed, tile work shall be billed based on the costs to the County.

3. Zoning and Development Control & Access - The Town shall remain responsible for zoning and development controls along the roadway. The Town agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Engineer and his/her staff. The County Administrator shall notify the Town Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The Town shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the Town's failure to maintain these controls shall be billed to the Town for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the town.

6. Litter - Pickup and clearing of litter shall be the responsibility of the town. Any associated ordinances or signing shall fall under Item 1 - Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the town except as noted for storm events under the County section of responsibilities.

8. Encroachments - The Town shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, nonbreakaway mailboxes, etc.)

9. Right of Way - The Town Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The Town shall perform all listed Town responsibilities. Should the Town not perform these responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. The County may bill the Town for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the Town must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

The Town acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the Town.

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, policy, rule or regulation is at issue, the Town shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree to negotiate in good faith to reduce the obligations; of the County as it relates to maintenance of the subject roadways, including but limited to eliminating roadways to be maintained and/or termination of this agreement.

JEFFERSON COUNTY COMMISSION  
James A. Stephens, President

TOWN OF MAYTOWN  
Ann Goolsby, Mayor

\*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

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Mar-19-2015-235

WHEREAS, the roads and roadsides of Jefferson County need to be safely maintained and litter free; and

WHEREAS, there is insufficient staff to perform these duties as to litter control; and

WHEREAS, it is necessary to provide for the hiring of two litter crews, consisting of a total of eight (8) laborers and one (1) supervisor, as well as to procure the vehicles, tools and equipment necessary to perform this work.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is to set up, hire, organize and equip the crews to perform litter pickup on County roads.

BE IT FURTHER RESOLVED that a budget amendment in the amount of \$240,000 be done, shifting funds from the unexpended 2014 fund balance to the 2015 Roads and Transportation's operating account.

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

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Mar-19-2015-236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Engineering Services for WWTP Bridge inspections between Jefferson County and Volkert, Inc., in the amount of \$19,900.00.

Professional Engineering Services for WWTP Bridge Inspections

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Volkert, Inc., as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the development of an engineering report for the WWTP Bridge Inspections as outlined in the Scope of Work.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT shall meet the requirements for conformance with the standards adopted by the COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

The scope of work proposed in this AGREEMENT consists of bridge inspection services for bridges at COUNTY wastewater treatment plants under direct maintenance of the COUNTY. A details scope of services is included in Article 1, Section 1.

SECTION 1- OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the following engineering services:

Bride Inspection Services

1. Performance of bridge inspection services in accordance with National Bridge Inspection Standards and the State of Alabama requirements.
2. Site visits by certified bridge inspectors to the following wastewater treatment plants
  - i. Leeds WWTP
  - ii. Trussville WWTP
  - iii. Valley Creek WWTP
  - iv. Village Creek WWTP

3. Condition assessment and rating of each bridge element (deck, superstructure, and substructure).
4. Documentation of any deficiencies.
5. Recommendation of element repairs and/or rehabilitation. Elements with repair recommendations will be photographed and/or sketched.
6. Preparation of report detailing deficiencies and recommended corrective action. Recommendations will be documented in the report with a corresponding plan and profile sketch and typical section sketch.
7. Project meeting with the COUNTY's staff to present findings and recommendations.

Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation, operation, or maintenance of the public works improvements by the CONSULTANT.

## SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous drawings, submittal documents, reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Pay for specialized geological studies, laboratory tests, concrete tests, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
6. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
7. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
8. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.
9. Prepare all deeds for rights-of-way acquisition, and negotiate for and secure ownership of all required properties and easements from property owners affected.
10. Assume all costs of archaeological and vegetative studies if required.
11. Assume all costs of public hearing if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.

## SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Site Visits and Conferences will be conducted per Section 1 to discuss matters pertinent to any phase of this project(s).

### ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be completed within 3 months from notice to proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
3. In case the COUNTY should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with Article IV, Section 1.
4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

### ARTICLE III - PAYMENT

#### SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefor, including

all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, Bride Inspection Services, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of Nineteen Thousand Nine Hundred Dollars (\$19,900.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform Bridge Inspection Services. Actual project time will be determined at a later date, which could decrease the above contract amount.

Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

## SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or related to the services rendered by the CONSULTANT under or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the COUNTY.

## ARTICLE IV - MISCELLANEOUS PROVISIONS

### SECTION 1- CHANGE OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within 10 days notify the COUNTY in writing. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given, and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice, and an equitable reduction in the CONSULTANT's fee will be made on a proportional basis.

### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director of Environmental Services.

### SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

### SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE II - TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

### SECTION 5 - TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend this AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If this AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY, establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If this AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY, confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6-TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.

B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.

C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.

D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

2. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

3. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. CONSULTANT specifically agrees that its Subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

CONSULTANT agrees to indemnify and hold harmless the COUNTY and the Jefferson County Commission, Jefferson County Alabama, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY") for expense or damage, including court cost and attorneys' fees, for liability claimed against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, or subcontractors, or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby, or a copy of the required insurance policies.

Professional Liability	\$2,000,000 each claim
General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury	
Liability and Property Damage	
Liability Insurance	\$300,000.00
Workers Compensation	Statutory

A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims

that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

#### SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provision of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, or national origin, and all applicable provisions of Title 6, Code-of-Federal-Regulations, and procure all necessary licenses and permits required to do business as a CONSULTANT.

#### SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

#### SECTION 11- EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis, during the period of this AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY except regularly retired employees, without written consent of the COUNTY.

2. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability, or at its discretion, deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

3. No COUNTY official or employee of the COUNTY or the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

#### SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution by the COUNTY as expressly stated herein. The CONSULTANT and Subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at all times during the contract period and for three (3) years from the date of final payment of COUNTY Funds under the terms of this AGREEMENT, for review by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

2. During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest, agrees as follows:

A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provision of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit B as required by Jefferson County Commission Administrative Order A02008-4.

B. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the regulation relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

#### SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment

to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. 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 15 - ALABAMA CODE SECTION 31-13-9

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

ARTICLE V

SECTION 1- EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available, and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

B. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY or COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Volkert, Inc. on the day of . 2015, and the COUNTY on the - day of 2015.

VOLKERT, INC.

Alicia Rudolph, Vice President

RECOMMENDED:

Jefferson County Environmental Services Department

David Denard, Director

ATTEST: JEFFERSON COUNTY COMMISSION

Minute Clerk President

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

Mar-19-2015-237

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on April 9, 2015, at the Regular Meeting of the County Commission at the Birmingham Courthouse for the purpose of considering a petition for annexation of property by the Rocky Ridge Fire District. Be it further resolved that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

Mar-19-2015-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the tire damage claim of Bonnie Waters is hereby denied.

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

Mar-19-2015-239

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Bonds Rental Partnership in the amount of Twenty One Thousand Three Hundred Eighty Eight and 02/100 (\$21,388.02) 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 Bonds Rental Partnership in the amount of \$21,388.02 and forward it to the County Attorney for disbursement.

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

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Mar-19-2015-240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Centerpiece Enterprises in the amount of Seven Hundred Sixty Nine and no/100 (\$769.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Centerpiece Enterprises in the amount of \$769.00 and forward it to the County Attorney for disbursement.

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

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Mar-19-2015-241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Carol Williams in the amount of Three Thousand Nine Hundred Seventy Seven and 28/100 (\$3,977.28) 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 Carol Williams in the amount of \$3,977.28 and forward it to the County Attorney for disbursement.

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

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Mar-19-2015-242

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Annie Wilson in the amount of One Thousand Two Hundred Eighty Seven and 43/100 (\$1,287.43) 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 Annie Wilson in the amount of \$1,287.43 and forward it to the County Attorney for disbursement.

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

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Mar-19-2015-243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the lost wages claim of Geraldine Jones in the amount of One Thousand Eight Hundred Thirty Three and 80/100 (\$1,833.80) 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 Geraldine Jones in the amount of \$1,833.80 and forward it to the County Attorney for disbursement.

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

Mar-19-2015-244

WHEREAS, America relies on incarceration as a response to crime more than any other country, and the problem begins in local jails; and

WHEREAS, while the primary purpose of jails is to detain those awaiting court proceeding who are a danger or a flight risk, many are neither; and

WHEREAS, many jails have become warehouses for those too poor to post bail or too sick to receive help; and

WHEREAS, the John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge recognizes that there are more effective alternatives to excessive incarceration; and

WHEREAS, The Safety and Justice Challenge will support jurisdictions who are determined to find ways to reduce jail Incarceration by awarding planning grants of \$150,000 to 20 competitively selected applicants; and

WHEREAS, these participating jurisdictions will develop a model of incarceration alternatives for those who do not belong in jail; and

WHEREAS, of these 20 applicants, the Foundation will select 10 applicants to award up to \$2,000,000 a year for implementation of their Incarceration alternative model; and

WHEREAS, it is important that Jefferson County do what is necessary to not only participate but be competitive in this Challenge in order to gain an opportunity to make communities better and safer.

NOW THEREFORE, BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION supports the participation in The John D. and Catherine T. MacArthur Foundation's Safety and Justice Challenge.

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

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Mar-19-2015-245

WHEREAS, Article 13 (Sign Regulations) of the Jefferson County Zoning Resolution (the "Zoning Regulation") has not been updated since 1997.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager in conjunction with the Planning & Zoning Commission of Jefferson County is hereby directed to initiate a review of the Zoning Regulation as it relates to outdoor advertising signs and billboards and to present recommendations regarding revisions to said resolution to the County Commission on or before June 15, 2015.

BE IT FURTHER RESOLVED that prior to July 31, 2015, a permit for a digital outdoor advertising sign shall be require County Commission approval before issuance.

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

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Mar-19-2015-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and The Birmingham Zoo for the black bear exhibit in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, The Birmingham Zoo - Black Bear Exhibit ("TBZ-B1kBear") applied for a grant of funds for \$5,000.00; and

WHEREAS, The Birmingham Zoo is a 501(c)(3) organization which seeks financial assistance to build a black bear exhibit to teach the public what to do it they encounter a black bear, how to ex-exist with black bears, and to under their habitats. As well share the zoo staffs research and conservation efforts with the public regarding black bears, which are a native species to Alabama and increasing in population, and allow people through the new habitat to imagine what it would be like if the bears showed up in their own yards. This perspective will draw attention and raise awareness about the Alabama black bears; and

WHEREAS, TBZ-BLK13EAR meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$5,000.00 to TBZ-BLKBEAR, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows;

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to TBZ-BLKBEAR a lump sum payment of \$5,000.00 upon execution of this agreement.
3. TBZ-BLKBEAR shall use the public funds to build a black bear exhibit to teach the public what to do if they encounter a black bear, how to co-exist with black bears, and to understand their habitats. As well share the zoo staff's research and conservation efforts with the public regarding black bears, which are a native species to Alabama and increasing in population, and allow people through the new habitat to imagine what it would be like if the bears showed up in their own yards. This perspective will draw attention and raise awareness about the Alabama black bears.

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

4. TBZ-BLKBEAR, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2015, whichever shall occur first.
5. TBZ-BLKBEAR, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by TBZ-BLKBEAR, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. TBZ-BLKBEAR, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. TBZ-BLKBEAR, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither TBZ-BLKBEAR, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

THE BIRMINGHAM ZOO - BLACK BEAR EXHIBIT

Dr. William Foster, CEO

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

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Mar-19-2015-247

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Birmingham Museum of Art to provide funding for upcoming exhibition, David

Puxley: Wedgewood's First Studio Potter in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Birmingham Museum of Art ("BMA") applied for a grant of funds for \$5,000.00; and

WHEREAS, BMA is a 501(c)(3) organization which seeks funding for their upcoming exhibition, David Puxley: Wedgewood's First Studio Potter. Exhibitions like this, paired with the BMA's encyclopedic permanent collection make art accessible for Birmingham and all of Jefferson County. The arts are an important part of the County's culture and enhance quality of life, which is attractive to new businesses and talented professionals and aids in promoting economic growth in Birmingham and Jefferson County; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$5,000.00 to BMA, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to BMA a lump sum payment of \$5,000.00 upon execution of this agreement.
3. BMA shall use the public funds to help fund for the upcoming exhibition, David Puxley: Wedgewood's First Studio Potter. Exhibitions like this, paired with the BMA's encyclopedic permanent collection make art accessible for Birmingham and all of Jefferson County. The arts are an important part of the County's culture and enhance quality of life, which is attractive to new businesses and talented professionals and aids in promoting economic growth in Birmingham and Jefferson County.

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

4. BMA, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.
5. BMA, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by funding for their upcoming exhibition, David Puxley: Wedgewood's First Studio Potter. Exhibitions like this, paired with the BMA's encyclopedic permanent collection make art accessible for Birmingham and all of Jefferson County. The arts are an important part of the County's culture and enhance quality of life, which is attractive to new businesses and talented professionals and aids in promoting economic growth in Birmingham and Jefferson County, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. BMA, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. BMA, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither BMA, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

BIRMINGHAM MUSEUM OF ART

Gail Andrews, Museum Director

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

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Mar-19-2015-248

WHEREAS, United States Steel Corporation, a Delaware corporation ("USS"), proposes to purchase and install electric arc furnace technology for its Jefferson County steel mill, requiring an aggregate capital investment of approximately \$230,000,000 (the "Project"), said Project to be located on real property outside of any city limits within Jefferson County, Alabama (the "County") as described in the Tax Abatement Agreement between the County and USS (the "Tax Abatement Agreement"); and

WHEREAS, the County has found the information contained in the application to be sufficient to permit the County to make a reasonable cost-benefit analysis and determine that the project provides an economic benefit to the community.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application to Local Granting Authority for Abatement of Taxes of USS for the maximum statutory tax abatements for the noneducational portion of sales and use tax, non-educational portion of the property ad valorem tax and the mortgage and recording tax, as permitted under Ala. Code §§ 40-9B-1 et seq., for the benefit of the Project. The President of the Jefferson County Commission is hereby authorized to execute on behalf of the County this resolution and the Tax Abatement Agreement attached hereto.

#### TAX ABATEMENT AGREEMENT

This TAX ABATEMENT AGREEMENT (herein referred to as the "Agreement") is made and entered into effective as of March 19, 2015 (the "Effective Date"), between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (herein called the "County" or the "Granting Authority"), and UNITED STATES STEEL CORPORATION, a Delaware corporation (herein called "USS").

#### RECITALS:

WHEREAS, in order to promote local industrial and commercial development, USS proposes to purchase and install electric arc furnace technology for its Jefferson County steel mill (the "Project") located on real property outside of any city limits within unincorporated Jefferson County, and located at 5700 Valley Road, Fairfield, AL 35064 (the "Site"); and

WHEREAS, USS meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10) Code of Alabama 1975, amended; and

WHEREAS, USS proposes a major addition to an existing facility that will have job creation and investment in the County and an abatement of certain taxes related to the Project has been recommended by the Jefferson County Commission (the "Commission"); and

WHEREAS, USS has submitted to the County an application, a copy of said application is attached hereto as Exhibit A (the "Application"), and the County has made a cost benefit analysis of the Project and has agreed to grant an abatement of certain noneducational ad valorem taxes, construction related transaction taxes and mortgage and recording taxes with respect to the Project; and

WHEREAS, the Project is estimated to be completed and placed in service by the 27th day of September, 2017; and

WHEREAS, the Project will be located within the jurisdiction of the Granting Authority in unincorporated Jefferson County; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the "Act"), in connection with the Project, USS has requested from the Granting Authority an Abatement of-

- All State of Alabama and local noneducational ad valorem taxes for a period of ten (10) years;
- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and
- Mortgage and recording taxes, as such terms are defined in the Act; and

WHEREAS, the Granting Authority has considered the request of USS and the completed application filed with the Granting Authority by USS, in connection with its request; and

WHEREAS, the Granting Authority (a) has found the information contained in USS's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community and (b) has determined that the construction of the Project in the State of Alabama and in Jefferson County will promote the development of a new technology in the steel industry in the State of Alabama and Jefferson County.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the respective agreements on the part of the County and USS herein contained, the County and USS do hereby agree as follows:

Section 1 Project Specifications. USS hereby makes the following projections with respect to the Project:

- a) the total amount to be invested in the construction, acquisition and installation of the Project by USS is projected to be \$230,000,000.00; and
- b) USS expects to employ 190 full-time employees at the Project, of which five are projected to be additional new hires, with a total annual payroll of approximately \$23,225,000.00.

The County hereby acknowledges that the specifications set forth above and in the Application are only good faith estimates of the Project specifications.

Section 2 Abatements. The County hereby grants USS an abatement of Noneducational Ad Valorem Taxes, Construction Related Transaction Taxes and Mortgage and Recording Taxes for the Project to the fullest extent allowed under the Act. The terms "Noneducational Ad Valorem Taxes," "Construction Related Transaction Taxes" and "Mortgage and Recording Taxes" shall have the same meaning herein as in the Act. In accordance with the Act, the Granting Authority hereby grants to USS an abatement from liability for the following taxes with respect to the Project, which abatements may be availed of by USS and any contractor or supplier with respect to the Project at the Site, as permitted by the Act:

- a) Non-educational Ad Valorem Taxes: all property taxes imposed by the State of Alabama and the counties and other taxing jurisdictions of the State of Alabama with respect to USS's investment in the Project that are not required to be used for educational purposes or for capital improvements for education;
- b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975, and any county or other local construction related (sales and use) transaction taxes on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to a capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and
- c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, leases and other documents relating to issuing or securing obligations and conveying title or leasehold interests with respect to the Project.

Section 3 Exemption Period.

- a) The abatements herein granted to USS by the County for Noneducational Ad Valorem Taxes shall continue in effect for the Maximum Exemption Period (as defined in the Act), which shall last for a period of ten (10) years beginning on the date that bonds are initially issued by the County to finance the Project or, if no such bonds are ever issued, on the later of (i) the date when title to such property, if any, is acquired by the County, or (ii) on a property-by-property basis, on the October 1st following the date on which USS takes possession of and is treated as the owner of such property, for federal income tax purposes.
- b) The abatements herein granted to USS by the County for Construction Related Transaction Taxes shall continue in effect for a period beginning on the Effective Date of this Agreement and ending on the date on which the Project is placed in service.

Section 4 Estimates. As a basis for the abatements granted by the County, the County hereby finds and declares (in reliance, in part, upon certain information supplied by USS and, in part, upon the County's knowledge of applicable tax rates within Jefferson County) as follows. The estimated amount of each abatement applicable to USS's investment in the Project is as follows:

- a) Non-educational Ad Valorem Taxes: \$775,000.00 annually (\$160,000 of which consists of State of Alabama noneducational ad valorem taxes, and \$615,000 of which consists of Jefferson County noneducational ad valorem taxes);
- b) Construction Related Transaction Taxes: \$4,300,000.00 (\$3,400,000 of which consists of State of Alabama noneducational construction related transaction taxes, and \$900,000 of which consists of Jefferson County noneducational construction related transaction taxes); and
- c) Mortgage and Recording Taxes: \$0.

The Granting Authority and USS hereby acknowledge that these estimates reflect the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a lesser or greater amount depending upon the actual amount of such taxes levied during the abatement periods stated.

Section 5 Indemnification. USS releases the County from, and will defend, indemnify and hold the County, its officers, employees, and agents harmless against, any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the granting of the abatements provided in Section 2, including the following:

- a) obligations for the payment of any costs of the Project which are not paid because USS fails to pay such costs; and
- b) any lawsuit, claim or other cause of action filed against the County by any person claiming the abatements granted pursuant to this Agreement were invalid, illegal, or in any way improperly granted.

If any action, suit or proceeding is brought against the County in connection with any claim for which it is entitled to indemnity hereunder, the County shall promptly (but no later than ten days following service) notify USS in writing enclosing a copy of all papers

served. All counsel employed to defend any such claim shall be retained directly by USS and may serve as counsel to USS and the County. Absent a conflict of interest, USS shall not be required to pay the fees and expenses of more than one law firm in connection with its obligations hereunder. In no case shall USS be liable to pay any settlement agreed to without its written consent.

Section 6 USS Representations. USS represents and warrants to the County as follows:

- a) that the granting of the tax abatements herein granted by the County will assist USS in expanding an industrial or research enterprise (within the meaning of the Act) in the County;
- b) that it is being further induced, in part, to arrange for and proceed with the construction, acquisition, and installation of the Project in reliance on the undertakings of the County herein contained;
- c) that USS is a corporation organized under the laws of the State of Delaware, is in good standing under its articles of incorporation and the laws of said state, is duly qualified to do business in the State of Alabama and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement;
- d) that the execution and delivery of this Agreement on its part has been duly authorized by all necessary action;
- e) that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. § 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years;
- f) that no part of the Project consists of capitalized repairs, rebuilds, maintenance, replacement equipment, renovations nor remodeling (as such terms are referenced and defined in Ala. Reg. § 810-4-3-.03(4)) with respect to existing USS property;
- g) that no part of the Project has been placed in service in Alabama by USS or by a person who is a related party to USS, as defined in 26 U.S.C. § 267, with respect to USS prior to the execution and delivery of this Agreement;
- h) that the construction, acquisition and installation of the Project will constitute "private use industrial property" within the meaning of the Act;
- i) that for the purposes of the abatement of construction related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date; and
- j) that USS's predominant trade or business to be conducted at the Project is an industrial enterprise described in industrial classification 331111, as set forth in the 2007 North American Industry Classification System published by the United States Government Office of Management and Budget, which NAICS Code designation entitles the Project to meet the definition of an "industrial or research enterprise" under Section 40-9B-3(a)(10) of the Act.

Section 7 County Representations. The County represents and warrants to USS:

- a) that it has the power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement;
- b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the Commission; and
- c) that the Project is located within the County's jurisdiction for granting the tax abatements provided in Section 2.

Section 8 Notifications of Abatement. USS shall cause to be filed all notifications required under the Act because of the abatements granted in Section 2. Such notifications include, but are not limited to, notification of the Alabama Department of Revenue, as required pursuant to Section 40-9B-6(c) of the Act.

Section 9 Reports. For so long as the abatements granted herein remain in place, USS will provide an annual report to the County Manager's Office referencing the current number of jobs and estimated payroll in connection with the Project.

Section 10 Generally.

- a) Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by the other party to carry out the purpose and intent of this Agreement.
- b) Compliance. If USS fails to comply with any material provision of this Agreement or if any of the material statements contained herein are determined to have been misrepresented whether intentionally or negligently, the County may terminate this Agreement as of the date of such event(s) and take such equitable action available to it; provided, however, that the County agrees to provide to USS an opportunity to present documentation to members of the Commission and to discuss in good faith a means of resolving any and all identified issues prior to making a determination to terminate the abatement. If it is determined that certain items of information supplied by USS and identified on the Application are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.
- c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- d) Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Alabama without reference to choice of law provisions of Alabama law.
- e) Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of

all State of Alabama, county and other local taxes subject to abatement under the Act. Nothing in this Agreement shall be construed as a waiver by USS of any greater benefits that the Project, or any portion thereof, may have available under provisions of the law other than the Act.

IN WITNESS WHEREOF, the County and USS have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereunto affixed, in several counterparts, each of which shall be deemed an original, and have caused this Agreement to be effective as of the date first set above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President, Jefferson County Commission

ATTEST:

UNITED STATES STEEL CORPORATION

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

Mar-19-2015-249

WHEREAS, U.S. Steel Oilwell Services, LLC, a Delaware limited liability company ("USOS"), proposes to create a premium coupling manufacturing facility for the tubular products industry at its Jefferson County steel mill, requiring an aggregate capital investment of approximately \$47,500,000 (the "Project"), said Project to be located on real property outside of any city limits within Jefferson County, Alabama (the "County") as described in the Tax Abatement Agreement between the County and USOS (the "Tax Abatement Agreement"); and

WHEREAS, the County has found the information contained in the application to be sufficient to permit the County to make a reasonable cost-benefit analysis and determine that the project provides an economic benefit to the community.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the Application to Local Granting Authority for Abatement of Taxes of USOS for the maximum statutory tax abatements for the non-educational portion of sales and use tax, non-educational portion of the properly ad valorem tax and the mortgage and recording tax, as permitted under Ala. Code §§ 40-9B-1 et seq., for the benefit of the Project. The President of the Jefferson County Commission is hereby authorized to execute on behalf of the County this resolution and the Tax Abatement Agreement attached hereto.

#### TAX ABATEMENT AGREEMENT

This TAX ABATEMENT AGREEMENT (herein referred to as the "Agreement") is made and entered into effective as of March 19, 2015 (the "Effective Date"), between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (herein called the "County" or the "Granting Authority"), and U.S. STEEL OIL WELL SERVICES, LLC, a Delaware limited liability company (herein called "USOS").

#### RECITALS:

WHEREAS, in order to promote local industrial and commercial development, USOS proposes to create a premium coupling manufacturing facility for the tubular products industry at its Jefferson County steel mill (the "Project") located on real property outside of any city limits within unincorporated Jefferson County, and located at 5700 Valley Road, Fairfield, AL 35064 (the "Site"); and

WHEREAS, USOS meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10) Code of Alabama 1975, amended; and

WHEREAS, USOS proposes a major addition to an existing facility that will have job creation and investment in the County and an abatement of certain taxes related to the Project has been recommended by the Jefferson County Commission (the "Commission"); and

WHEREAS, USOS has submitted to the County an application, a copy of said application is attached hereto as Exhibit A (the "Application"), and the County has made a cost benefit analysis of the Project and has agreed to grant an abatement of certain non-educational ad valorem taxes, construction related transaction taxes and mortgage and recording taxes with respect to the Project; and

WHEREAS, the Project is estimated to be completed and placed in service by the 15th day of February, 2016; and

WHEREAS, the Project will be located within the jurisdiction of the Granting Authority in unincorporated Jefferson County; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the "Act"), in connection with the Project, USOS has requested from the Granting Authority an Abatement of

- All State of Alabama and local non-educational ad valorem taxes for a period of ten (10) years;

- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and
- Mortgage and recording taxes, as such terms are defined in the Act; and

WHEREAS, the Granting Authority has considered the request of USOS and the completed application filed with the Granting Authority by USOS, in connection with its request; and

WHEREAS, the Granting Authority (a) has found the information contained in USOS's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community and (b) has determined that the construction of the Project in the State of Alabama and in Jefferson County will promote the development of a new technology in the steel industry in the State of Alabama and Jefferson County.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the respective agreements on the part of the County and USOS herein contained, the County and USOS do hereby agree as follows:

Section 1 Project Specifications. USOS hereby makes the following projections with respect to the Project:

- a) the total amount to be invested in the construction, acquisition and installation of the Project by USOS is projected to be \$47,500,000.00; and
- b) USOS expects to employ 110 full-time employees at the Project, of which five will be additional new hires, with a total annual payroll of approximately \$10,500,000.00.

The County hereby acknowledges that the specifications set forth above and in the Application are only good faith estimates of the Project specifications.

Section 2 Abatements. The County hereby grants USOS an abatement of Noneducational Ad Valorem Taxes, Construction Related Transaction Taxes and Mortgage and Recording Taxes for the Project to the fullest extent allowed under the Act. The terms "Noneducational Ad Valorem Taxes," "Construction Related Transaction Taxes" and "Mortgage and Recording Taxes" shall have the same meaning herein as in the Act. In accordance with the Act, the Granting Authority hereby grants to USOS an abatement from liability for the following taxes with respect to the Project, which abatements may be availed of by USOS and any contractor or supplier with respect to the Project at the Site, as permitted by the Act:

- a) Non-educational Ad Valorem Taxes: all property taxes imposed by the State of Alabama and the counties and other taxing jurisdictions of the State of Alabama with respect to USOS's investment in the Project that are not required to be used for educational purposes or for capital improvements for education;
- b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975, and any county or other local construction related (sales and use) transaction taxes on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to a capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and
- c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, leases and other documents relating to issuing or securing obligations and conveying title or leasehold interests with respect to the Project.

Section 3 Exemption Period.

- a) The abatements herein granted to USOS by the County for Noneducational Ad Valorem Taxes shall continue in effect for the Maximum Exemption Period (as defined in the Act), which shall last for a period of ten (10) years beginning on the date that bonds are initially issued by the County to finance the Project or, if no such bonds are ever issued, on the later of (i) the date when title to such property, if any, is acquired by the County, or (ii) on a property-by-property basis, on the October 1st following the date on which USOS takes possession of and is treated as the owner of such property, for federal income tax purposes.
- b) The abatements herein granted to USOS by the County for Construction Related Transaction Taxes shall continue in effect for a period beginning on the Effective Date of this Agreement and ending on the date on which the Project is placed in service.

Section 4 Estimates. As a basis for the abatements granted by the County, the County hereby finds and declares (in reliance, in part, upon certain information supplied by USOS and, in part, upon the County's knowledge of applicable tax rates within Jefferson County) as follows. The estimated amount of each abatement applicable to USOS's investment in the Project is as follows:

- a) Non-educational Ad Valorem Taxes: \$162,000.00 annually (\$32,000 of which consists of State of Alabama noneducational ad valorem taxes, and \$130,000 of which consists of Jefferson County noneducational ad valorem taxes);
- b) Construction Related Transaction Taxes: \$760,000.00 (\$610,000 of which consists of State of Alabama noneducational construction related transaction taxes, and \$150,000 of which consists of Jefferson County noneducational construction related transaction taxes); and
- c) Mortgage and Recording Taxes: \$0.

The Granting Authority and USOS hereby acknowledge that these estimates reflect the amount of tax abated for the period stated,

under current law, and that the actual abatement for such taxes may be for a lesser or greater amount depending upon the actual amount of such taxes levied during the abatement periods stated.

Section 5 Indemnification. USOS releases the County from, and will defend, indemnify and hold the County, its officers, employees, and agents harmless against, any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the granting of the abatements provided in Section 2, including the following:

- a) obligations for the payment of any costs of the Project which are not paid because USOS fails to pay such costs; and
- b) any lawsuit, claim or other cause of action filed against the County by any person claiming the abatements granted pursuant to this Agreement were invalid, illegal, or in any way improperly granted.

If any action, suit or proceeding is brought against the County in connection with any claim for which it is entitled to indemnity hereunder, the County shall promptly (but no later than ten days following service) notify USS in writing enclosing a copy of all papers served. All counsel employed to defend any such claim shall be retained directly by USS and may serve as counsel to USS and the County. Absent a conflict of interest, USS shall not be required to pay the fees and expenses of more than one law firm in connection with its obligations hereunder. In no case shall USS be liable to pay any settlement agreed to without its written consent.

Section 6 USOS Representations. USOS represents and warrants to the County as follows:

- a) that the granting of the tax abatements herein granted by the County will assist USOS in expanding an industrial or research enterprise (within the meaning of the Act) in the County;
- b) that it is being further induced, in part, to arrange for and proceed with the construction, acquisition, and installation of the Project in reliance on the undertakings of the County herein contained;
- c) that USOS is a corporation organized under the laws of the State of Delaware, is in good standing under its articles of incorporation and the laws of said state, is duly qualified to do business in the State of Alabama and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement;
- d) that the execution and delivery of this Agreement on its part has been duly authorized by all necessary action;
- e) that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. § 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years;
- f) that no part of the Project consists of capitalized repairs, rebuilds, maintenance, replacement equipment, renovations nor remodeling (as such terms are referenced and defined in Ala. Reg. § 810-4-3-.03(4)) with respect to existing USOS property;
- g) that no part of the Project has been placed in service in Alabama by USOS or by a person who is a related party to USOS, as defined in 26 U.S.C. § 267, with respect to USOS prior to the execution and delivery of this Agreement;
- h) that the construction, acquisition and installation of the Project will constitute "private use industrial property" within the meaning of the Act;
- i) that for the purposes of the abatement of construction related transaction taxes, no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date; and
- j) that USOS's predominant trade or business to be conducted at the Project is an industrial enterprise described in industrial classification 331111, as set forth in the 2007 North American Industry Classification System published by the United States Government Office of Management and Budget, which NAICS Code designation entitles the Project to meet the definition of an "industrial or research enterprise" under Section 40-9B-3(a)(10) of the Act.

Section 7 County Representations. The County represents and warrants to USOS:

- a) that it has the power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement;
- b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the Commission; and
- c) that the Project is located within the County's jurisdiction for granting the tax abatements provided in Section 2.

Section 8 Notifications of Abatement. USOS shall cause to be filed all notifications required under the Act because of the abatements granted in Section 2. Such notifications include, but are not limited to, notification of the Alabama Department of Revenue, as required pursuant to Section 40-9B-6(c) of the Act.

Section 9 Reports. For so long as the abatements granted herein remain in place, USOS will provide an annual report to the County Manager's Office referencing the current number of jobs and estimated payroll in connection with the Project.

Section 10 Generally.

- a) Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by the other party to carry out the purpose and intent of this Agreement.
- b) Compliance. If USOS fails to comply with any material provision of this Agreement or if any of the material statements contained

herein are determined to have been misrepresented whether intentionally or negligently, the County may terminate this Agreement as of the date of such event(s) and take such equitable action available to it; provided, however, that the County agrees to provide to USOS an opportunity to present documentation to members of the Commission and to discuss in good faith a means of resolving any and all identified issues prior to making a determination to terminate the abatement. If it is determined that certain items of information supplied by USOS and identified on the Application are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

d) Governing. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Alabama without reference to choice of law provisions of Alabama law.

e) Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of all State of Alabama, county and other local taxes subject to abatement under the Act. Nothing in this Agreement shall be construed as a waiver by USOS of any greater benefits that the Project, or any portion thereof, may have available under provisions of the law other than the Act.

IN WITNESS WHEREOF, the County and USOS have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereunto affixed, in several counterparts, each of which shall be deemed an original, and have caused this Agreement to be effective as of the date first set above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President, Jefferson County Commission

ATTEST:

U.S. STEEL OIL WELL SERVICES, LLC

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
3/19/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF NUTS & BOLTS FOR BESS JUSTICE CENTER	GEN SVCS: ADMIN	17.19	1900088608
*DISTRICT 1					17.19	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DONUTS FOR A MEETING BOUGHT BY KEITH STROTHER	ECON DEV WKFORCE INVEST	42.51	1900087834
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD FOR A MEETING	ECON DEV WKFORCE INVEST	26.64	1900087835
DISTRICT 2	1000193	JEFFERSON CO TREASURER	12 HDMI CORD BOUGHT BY KEITH STROTHER	ECON DEV WKFORCE INVEST	29.00	1900087828
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COFFEE FOR MEETING	ECON DEV WKFORCE INVEST	15.99	1900087836
DISTRICT 2	1004211	SHRM	EMPLOYEES SHRM CERTIFICATION EXAM	HR OCCUPATIONAL H	3,900.00	1900088753
DISTRICT 2	1020107	ECON DEV ADMIN	EDA RLF INTEREST SEQUEST FD GRANT#04-39-03391.02	ECON DEV LN COUNTY	115.59	1900088594
DISTRICT 2	1027331	ERIC METZGER	ASSESSOR REIMBURSEMENT - ERIC METZGER 2/26/15	PER BD: TESTING	135.64	1900088503
DISTRICT 2	1032851	JOSEPH W. HUFF	HR INTERVIEWEE'S REIMBURSEMENT-JOSEPH HUFF 012515	HR OCCUPATIONAL H	970.53	1900088666
*DISTRICT 2					5,235.90	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	LEVIES PROBATED	SHER ENFORCE-BESSEMER	16.00	1900087733
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRIPOD - CAMP BESSEMER	R&T: HIWAY ENG & CONSTR	245.00	1900087905
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, STEEL WAL PLATE, EXTENSION CORDS	R&T: HIWAY MAINT-BESS	65.60	1900088630
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FLANGES & GASKETS;	ES: FIVE MILE CREEK WWTP	400.00	1900088454
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SILICONE;PIPING;SCREWS;WASHERS;GAUGES;FOOD ITEMS;	ES: FIVE MILE MAINT SHOP	220.52	1900088607
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE TO MAIL ADEM LETTER - ADMIN	R&T: HIGHWAY MAINT-BESS	19.99	1900088473
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOLTS, BOOTS	ES: TRUSSVILLE WWTP	82.92	1900088614
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLE BROWN BAG LUNCH 3/13/15-ALLISON GAULT	COUNTY ATTORNEY	20.00	1900088596
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BITS, T-HINGES, FUES FOR DUMP TRUCK, TABLES,	R&T: HIGHWAY MAINT-KETONA	147.95	1900088599
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLE BROWN BAG LUNCH 3/13/15-SHAWNNA SMITH	COUNTY ATTORNEY	20.00	1900088595
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SEAT COVER, BEAD SEALER - AIR TANK FOR SHOP- KETON	R&T: HIGHWAY MAINT-KETONA	229.98	1900088609
DISTRICT 3	1001216	ANNE-MARIE ADAMS/CLERK	JEFFCO V. WAGONER, SM 2014-906294	COUNTY ATTORNEY	36.70	1900088684
DISTRICT 3	1004733	FREEDOM REPORTING INC	DEPO CARL SUGGS-JEFFCO V. SUGGS	COUNTY ATTORNEY	602.45	1900088600
DISTRICT 3	1004733	FREEDOM REPORTING INC	TRIAL APPEARANCE - JEFFCO V. JEFF WISE	COUNTY ATTORNEY	195.00	1900088671
DISTRICT 3	1026179	SOURCE ONE LEGAL COPY INC	TRIAL EXHIBITS-SUGGS	COUNTY ATTORNEY	156.00	1900088616
DISTRICT 3	1026179	SOURCE ONE LEGAL COPY INC	TRIAL EXHIBITS-WISE	COUNTY ATTORNEY	128.00	1900088617
DISTRICT 3	1032766	LI XIRU	REFUND FOR OVERPAYMENT & FB ACCT # 14-23980(D)	FINANCE SEWER SERVICES	203.23	1900088499
DISTRICT 3	1032778	AMY DROLET	REFUND FOR OVERPAYMENT & FB ACCT # R1000-687(D)	FINANCE SEWER SERVICES	64.53	1900088501
DISTRICT 3	1032779	ROBYN MCKENZIE	REFUND FOR OVERPAYMENT & FB ACCT # R1000-327(D)	FINANCE SEWER SERVICES	400.27	1900088500
DISTRICT 3	1032808	PAUL THOMASON	REFUND FOR OVERPAYMENT & FB ACCT # R1000-311(D)	FINANCE SEWER SERVICES	118.92	1900088502
DISTRICT 3	1032844	ANDREW WYATT	REFUND FOR OVERPAYMENT & FB ACCT # W0-114402(D)	FINANCE SEWER SERVICES	16.98	1900088497
DISTRICT 3	1032845	ADAMS HOMES LLC	REFUND FOR OVERPAYMENT & FB ACCT # R1000-1748(D)	FINANCE SEWER SERVICES	117.75	1900088498
*DISTRICT 3					3,507.79	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE & FOOD FOR EOC ACTIVATIONS	EMA	491.92	1900088457
DISTRICT 4	1000193	JEFFERSON CO TREASURER	13LET JC SO GRANT REIMBURSEMENT	EMA	174.96	1900088456
DISTRICT 4	1001221	ALLGAS INC	PERMITS 150071G & 150072G - ISSUED IN ERROR.	INSPECTION SERVICES	100.00	1900088482
*DISTRICT 4					766.88	
DISTRICT 5	1003211	THE BANK OF NY MELLON	AUCTION FEE (ANNUAL) 2005A SCHOOL WARRANTS	FINANCE ADMINISTRATION	6,330.00	1900088754
DISTRICT 5	1030145	GEORGE TABLACK	TVL REIMB 2/17-2/19/15	FINANCE ADMINISTRATION	559.11	1900088670
*DISTRICT 5					6,889.11	
**					<b>16,416.87</b>	

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the Unusual Demands be approved. Voting

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Mar-19-2015-250

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

For Week of 2/24/15 - 3/2/15

1. GENERAL SERVICES FROM HAWK INCORPORATED, MONTGOMERY, AL, TO AWARD BID FOR GAS TILTING SKILLET FOR THE PERIOD OF 3/19/15 – 3/18/16. REFERENCE BID # 50-15
2. GENERAL SERVICES FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR COMMERCIAL ICEMAKER FOR THE PERIOD OF 3/19/15 – 3/18/16. REFERENCE BID # 51-15
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TENANT SALES & SERVICE, CHICAGO, IL, TO AWARD BID FOR THE PURCHASE OF A 2015 ALL TERRAIN LITTER VAC FOR THE PERIOD OF 3/20/15 – 3/19/16. REFERENCE BID # 58-15
4. ROADS AND TRANSPORTATION FROM ERGON ASPHALT & EMULSIONS INCORPORATED, JACKSON, MS, CONTRACT RENEWAL FOR THE PURCHASE OR ASPHALT, EMULSIFIED TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 4/01/15 – 3/31/16. REFERENCE BID # 66-13
5. FAMILY COURT – ADMINISTRATION FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTED OFFICE SUPPLIES FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000073781 CHANGE ORDER \$ 3,000.00  
REFERENCE BID # 68-13 PURCHASE ORDER \$10,000.00 TOTAL

For Week of 03/03/15 - 03/09/15

1. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM TSA INCORPORATED, HOOVER, AL, TO AWARD BID FOR TABLETS & ACCESSORIES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 3/19 /15 - 3/18 /16. REFERENCE BID # 59-15
2. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM EXPRESS OIL & TIRE ENGINEERS, HOOVER, AL, TO AWARD BID FOR OIL CHANGE & MISCELLANEOUS REPAIRS TO BE ORDERED AS NEEDED BY PACA MEMBERS FOR THE PERIOD OF 3/19/15 - 3/18/16. REFERENCE BID # 60-15
3. YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR SMALLWARE-KITCHEN RELATED ITEMS TO BE ORDERED AS NEEDED FOR THE PERIOD OF 3/19/15 - 3/18 /16. REFERENCE BID # 64-15
4. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM INDUSTRIAL VALVE SALES & SERVICE INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR MAIN VALVE KIT AND PILOT VALVE KIT FOR THE PERIOD OF 4/01/15 - 3/31/16. REFERENCE BID # 70-15
5. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DASHER TECHNOLOGIES, BIRMINGHAM, AL, TO RENEW CONTRACT FOR SERVERS FOR THE PERIOD OF 5/16/15 - 5/15/16. REFERENCE BID # 83-13
6. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM DELL MARKETING LP, ROUND ROCK, TX, TO RENEW CONTRACT FOR SERVERS FOR THE PERIOD OF 5/16/15 - 5/15/16. REFERENCE BID # 83-13
7. ROADS AND TRANSPORTATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR GRAVEL & RIP RAP TO BE PURCHASED ON AN AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 4/04/15 - 3/31/16. LAST YEAR OF BID. REFERENCE BID # 95-13
8. ENVIRONMENTAL SERVICES FROM PURE AIR FILTRATION, NORCROSS, GA, TO RENEW CONTRACT FOR CARBON REPLACEMENT FOR THE PERIOD OF 12/01/14 - 11/30/15. REFERENCE BID # 12-14
9. ALL JEFFERSON COUNTY DEPARTMENTS FROM WRIGHT AND ASSOCIATES, BIRMINGHAM, AL, TO RENEW CONTRACT FOR COUNTYWIDE OFFSET PRINTING AND COPY SERVICES TO BE USED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 3/01/15 - 2/29/16. REFERENCE BID # 19-14
10. ROADS AND TRANSPORTATION FROM ALABAMA GUARDRAIL, BIRMINGHAM, AL, TO RENEW CONTRACT FOR

GUARDRAILING COMPONENTS TO BE PURCHASED ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/16/15 - 5/15/16.  
2N° YEAR OF 3 YEAR BID REFERENCE BID # 85-14

11. COOPER GREEN ADMINISTRATION FROM LABSCO, LOUISVILLE, KY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF HEMATOLOGY SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. SAP PURCHASE ORDER # 2000082830  
CHANGE ORDER \$3,000.00 REFERENCE BID # 11-12 (NEW BID IN PROCESS)  
PURCHASE ORDER \$6,402.94 TOTAL
12. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM COLLEGE OF AMERICAN PATHHOLOGISTS, NORTHFIELD, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER PROFICIENCY SURVEYS AS ORDERED BY THE LAB. SAP PURCHASE ORDER # 2000083941 CHANGE ORDER \$ 450.00  
PURCHASE ORDER \$15,701.00 TOTAL
13. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GENUINE AUTO PARTS (NAPA), ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO COVER INVOICE PAYMENTS FOR VEHICLE REPAIR PARTS AS ORDERED BY THE DEPARTMENT FOR THE PERIOD OF 1/21/15 - 1/31/15.  
SAP PURCHASE ORDER # 2000084433 CHANGE ORDER \$ 3,600.00 REFERENCE BID # 115-13  
PURCHASE ORDER \$10,600.00 TOTAL

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

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Mar-19-2015-251

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/24/15 - 3/2/15 and 3/3/15 - 3/9/15, BE AND HEREBY IS APPROVED.

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

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Mar-19-2015-252

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/24/15 - 3/2/15 and 3/3/15 - 3/9/15, BE AND HEREBY IS APPROVED.

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

#### STAFF DEVELOPMENT

##### Individual Staff Development

##### Budget Management Office

Tracie Hodge		\$1,962.50
GFOA Annual Conference		
Philadelphia, PA – May 31 – June 3, 2015		

##### Community and Economic Development

Sharon Youngblood	(grant funds)	\$554.72
SMART Financial Grants Management 2015		
Atlanta, GA – March 31 – April 2, 2015		

Paula Potter	(grant funds)	\$1,803.10
NAWDP Annual Conference		
Las Vegas, NV – May 3-7, 2015		

##### General Services

Paul Reynolds		\$2,600.85
Level 1 Thermographic Applications		
Huntsville, AL – March 29 – April 3, 2015		

Revenue	
Eddie Woodis Altist Course Special Topics 1 & 2 Hoover, AL – May 1, 2015	\$150.00
Eddie Woodis Examination Tools and Techniques Hoover, AL – May 20-22, 2015	\$250.00
Charles Bell Tax Audit Atlanta, GA – March 29 – April 3, 2015	\$1,185.00
Charles Bell Tax Audit Atlanta, GA – April 5-10, 2015	\$1,185.00
Finance	
George Tablack GFOA Annual Conference/Strategic Planning/Capital Planning Training Philadelphia, PA – May 31 - June 3, 2015	\$2,924.30
For Information Only	
Personnel Board	
Cynthia Holiness Association of Government Accountants Conference Nashville, TN – July 12-15, 2015	\$1,779.94
Sheriff's Office	
Brian Reeves Inmate Management Montgomery, AL – April 15-17, 2015	\$75.00
Ryan Murkerson CDR Technician Level 1 & 2 Fultondale, AL March 23-24, 2015	\$175.00
Richard Reid First Line Supervision Birmingham, AL – April 7-9, 2015	\$295.00
David Agee Police Management SE Law Enforcement Executive Development Florence, AL – September 21-25, 2015	\$1,132.70
Bonita Mitchell Searches, Disciplines for Minor/Major Offenses Montgomery, AL – July 14-16, 2015	\$322.88

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

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#### BUDGET TRANSACTIONS

1. Emergency Management Agency \$5,000  
Increase revenues and expenditures to record the sale of shelving to Cahaba Brewing Company.
2. Emergency Management Agency \$169.50  
Increase revenues and expenditures to record a hazmat reimbursement from Birmingham Fire for a incident on February 4, 2015.
3. Roads and Transportation \$240,000  
Add 8 Laborer II positions and 1 supervisor position

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

Mar-19-2015-253

BE IT RESOLVED by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to transfer among the various operating and capital funds the following amount for Fiscal Year 2014 as required to provide for cash needs:

From the Bridge and Public Building Fund (2015):

\$25,453,942 to the Debt Service Fund

\$3,467,109 to the Landfill Fund

\$9,752,000 to the Capital Improvement Fund

From Cooper Green Health Services Fund (7031)

\$1,080,000 to the Indigent Care Fund

From the General Fund (Fund 01):

\$1,279,000 to Senior Citizens Services Fund

From Public Building Authority Fund (4033)

\$480,574 to the General Fund

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

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Mar-19-2015-254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Notice and Consent Agreement between Jefferson County, Alabama and Microsoft Corporation for Microsoft-Funded Software Asset Management (SAM) engagement to enhance the benefits of Microsoft technology at no cost.

NOTICE AND CONSENT AGREEMENT FOR MICROSOFT-FUNDED SAM ENGAGEMENT

Microsoft Corporation recommends that County of Jefferson obtain Software Asset Management engagement to enhance the benefits of Microsoft technology in its environment. Therefore, upon your execution and our acceptance of this agreement, you may obtain such services, at no charge to you, from Angiepoint, in an amount not to exceed \$8,000.00. Microsoft will pay the partner directly for the services. All services obtained by you under this agreement must be fully rendered by partner on or before 5/29/2015.

Microsoft waives any and all entitlement to compensation from County of Jefferson for the services provided to you by the partner pursuant to this letter agreement. Microsoft intends that these services and associated terms be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that all services and services deliverables provided are for the sole benefit and use of County of Jefferson and are not provided for personal use or benefit of any individual government employee.

ACCEPTED AND AGREED:

County of Jefferson

Microsoft Corporation

James A. Stephens, President - Jefferson County Commission

David Hasenkopf

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

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Mar-19-2015-255

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Steel Bridge Solutions, Inc. to perform the responsibilities of the Project Manager for the period March 23, 2015 - March 22, 2016 in an amount not to exceed \$325,000.

CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT ("Contract"), entered into on this the 23rd day of March, 2015 by and between Jefferson County Commission, hereinafter called the "County", and SteelBridge Solutions, Inc., (hereinafter referred to as the "Contractor."

WITNESSETH

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

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

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

WHEREAS, the term "County," as used in this Contract, shall refer to Jefferson County Commission, of Jefferson County, Alabama, and various employees and agents in their official capacities, as indicated by the context; and

WHEREAS, either the County and/or Contractor may be referred to as a "party," and may be referred to jointly as the "parties" herein; NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

#### 1. Scope - Description of Services to be Performed

##### PROJECT SCOPE AND ASSUMPTIONS

County agrees to engage Contractor, and Contractor agrees to perform, the responsibilities of the Project Manager as outlined in the Contract between Tyler Technologies, Inc. and Jefferson County dated September 11, 2014 and incorporated herein by reference.

Contractor will assist in all aspects of the implementation and manage the direction of the overall project, and timing of the project; help to create consistent, effective project communication and reporting; coordinate activities across teams to help validate integration; and manage risk and quality throughout the entire project life cycle.

Contractor will work closely with Jefferson County, Tyler and any other third parties engaged on the implementation. Contractor will provide suggestions on methodology tools and framework necessary for a successful implementation.

Since the project is beyond start up, Contractor will utilize an accelerated method to bring the team up to speed and understand the project approach utilized to date. Contractor will suggest input to the project work plan to guide the Jefferson County activities for the remainder of the project.

Potential changes to overall project scope will be analyzed to determine project impact. Where changes to the original scope are necessary, documentation and approval of the changes using Change Orders will occur. The Project Manager and team leads from Jefferson County are all responsible for identifying scope changes and should assist in obtaining the necessary Jefferson County approval and sign-off prior to performing any tasks related to these changes in scope.

Through the project management process for projects of this nature, Contractor will deliver or participate in delivery of the following:

- Updated project summary, supported by detailed tasks, timeframes, responsibilities and milestones, typically documented in Microsoft Project
- Updated high-level project timeline and associated milestones \_ Project organization chart
- Project roles and responsibilities and coordination of client side project resources
- Documentation and management of assumptions and risks
- Communication plan development and execution monitoring
- Review of all project deliverables submitted by vendor resources
- Coordination of cross functional activities and 3rd party touch points

In addition to the above project management documentation, Contractor will complete the following items as part of our project management approach.

Client copy of all work papers - We will provide copies of our documentation associated with the project.

Operations Strategy - The key to project success is collaboration between the consultants and the client. It is essential that Jefferson County's leadership agrees with the approach and solutions and that their support be communicated to all individuals involved with the project. This means that the various Jefferson County resources required for the success of this project are committed to it, and that the collective team understands and share common goals. To foster this collaboration, Contractor will work with Jefferson County and project vendors to establish or support regular status meetings for different stakeholder groups and to identify any additional avenues of communication and feedback that need to be established.

##### Project Management Tools

Our methodology equips the project team with specific tools to assist with the implementation.

- MS Project or other Approved Project Management Software: for detailed project planning, including tasks, timetables, resource allocation, and dependencies.
- Issues log: to capture and track all project-related issues to provide visibility and minimize the risk of unresolved issues.
- Change control form: to capture changes to scope, timetable, and costs and communicate them to stakeholders.
- Project Management Toolkit: to support the project manager in tracking project progress. This collection of templates and accelerators enables our project managers to be productive from day one of the project.

##### Project Governance

A core component of the Contractor's project management approach is to establish a governance structure and process for the project.

Since the project is in an advanced stage, we will review the established process and make suggestions for improvement. Those improvements may include:

- Issue and Risk Management
- Scope Management
- Change Control

#### Issues Management Approach

Contractor will utilize an issues log using Jefferson County's preferred technology platform to track and record issues that arise during the project. In addition, we will track responsibility for resolution, priority for resolution, and the date that the issues need to be resolved, as well as final resolution. The entire project team will have access to the issues log.

Contractor will work with Jefferson County team and vendors to collaboratively review the issue for appropriateness, completeness, and clarity. Issues will be discussed during project team meetings and will be assigned to the appropriate individual for resolution and reporting. If an issue is identified that cannot be resolved by the immediate project work team, the issue will need to be escalated following the appropriate steps for Issue Management.

The chart below illustrates how issues will be managed on the project. If there is no issue management process in place, we can adapt this for Jefferson County. If there is a process in place, we will be happy to adopt your process.

<u>Activity</u>	<u>Responsibility</u>	<u>Activity Description</u>	<u>Timing</u>
Issue Identification	All team Members	Identify any issues or barriers to progress Raise team-specific issues to Team Leaders to determine if a solution exists Raise project-wide issues to Project Manager to determine an appropriate action	Ongoing
Issue Documentation	All team Members	Provide a full description of the issue Enters issue into issues log and Logging completes all necessary information	Ongoing
Issue Resolution Assignment (Project-wide)	Project Manager & Engagement Manager	Review project-wide issues and assign an appropriate resource responsibility for each issue	Ongoing
Issues Resolution Assignment (Team Specific)	Team Leader	Review team-specific issues and assign an appropriate team member responsibility for each issue	Ongoing
Issue Reviewing and Tracking (Project-Wide)	Project Manager	Track outstanding project wide issues and ensure that the assigned resource is progressing towards resolving the issue	Weekly and Report at Project Mgmt Meetings
Issue Reviewing and Tracking (Team Specific)	Team Leader	Track outstanding team-specific issues and ensure that the assigned team member is progressing towards resolving the issue.	Weekly and Report at Team Status Update Meetings
Issue Resolution	Assigned Team Member	For each assigned issue: • Review alternatives with and present recommendation to team members directly impacted by the issue; • Agree upon a resolution with team members directly impacted by the issue; and • Document recommended resolution in issues database and circulate to Team members.	Ongoing
Issue Escalation	Project Manager	Escalate any issues that have not been resolved within a specified time frame or to the satisfaction of the person who logged the issue.	Ongoing

#### Scope Management Approach:

The scope management procedure is a formal process to control and manage changes to the scope of the project. A request for change

should be initiated when it impacts any of the following:

- Project Goals and Objectives
- Timeframe
- Application / Functional Scope
- Technical Scope
- Deliverable Scope

If a request for change impacts any of the above scope areas, the request will be formalized and presented to the Project Sponsors for review and approval via the established scope management process. All other requests will be handled through the issue management procedures.

Change Control Approach:

We will work with Jefferson County to actively monitor and control project scope. Should the need arise to explore work outside the scope of the original engagement, we will utilize a standard change control process. The table below illustrates the SteelBridge Change Control process. We can easily adapt this for Jefferson County if needed or we will be happy to work within an established process.

<u>Activity</u>	<u>Responsibility</u>	<u>Activity Description</u>	<u>Timing</u>
Scope Change Request Documentation Manager	Project Manager/Engagement Manager	Document any change requests originating from within the team by completing a Change Request Control Form. <ul style="list-style-type: none"> <li>• Identify the cause for the scope change</li> <li>• Evaluate the impact of the change on the project, as applicable:</li> <li>• Benefits and costs;</li> <li>• Impact on deliverables and timing;</li> <li>• Staffing needs;</li> <li>• Work approach; and</li> <li>• User and management participation.</li> </ul> Make and document a recommendation for the change request. A change request represents a change to the plan. Sufficient time must be allocated to scope out the change. This may take away from performing planned deliverables. Evaluation of timing restrictions is required.	Ongoing
Scope Change Logging	Project Manager/Engagement Manager	Enter the scope change request into a central log/book.	As changes are identified
Change Request Approval or Rejection	Vendor Sponsors/Project Sponsors	Review change request evaluation and recommendation with team members directly impacted by the change. Communicate a recommended course of action with team members directly impacted by the change. Document the agreed upon recommendation and circulate to team members. Explicit agreement to the recommendation should be obtained from the relevant team members.	As changes are identified
Update Project Plans and Budgets	Project Manager/Engagement Manager	If necessary, revise project plan and budget to reflect the impact of the approved change. Project plan updates are to be reviewed closely.	As required
Revise Scope Definition Statement	Project Manager/Engagement Manager	If necessary, revise Scope Definition Statement to reflect the impact of the approved change.	As required
Revise Contract	Vendor/Project Sponsors	If necessary, product a letter or documentation to revise contractual terms to reflect the impact of the approved change.	

Assumptions:

Our deliverables and activities depend on the availability and cooperation of Jefferson County and vendor resources to participate actively in the completion of critical project tasks. We specifically assume:

Project Materials

1. Jefferson County will provide Contractor documentation of all in-scope business processes, information technology strategy, overall plan, architecture, staffing and skills, as they apply to Jefferson County's implementation project.

Project Resources

2. The Jefferson County Core team will have adequate representation from business functions and will be empowered to make decisions on behalf of the County. Resources will participate actively and fully to the degree indicated by their roles and responsibilities.

3. All time-sensitive project decisions requiring Jefferson County input will be promptly resolved by the County so as not to delay planned activities or the overall project timeline.

4. Contractor will work with IT Director, Roosevelt Butler, regarding any issue/problems involving County input and/or compliance.

5. Contractor plans to utilize Contractor and other qualified subcontract resources to perform the proposed work if needed; all resources will be approved by Jefferson County and managed by Contractors.

6. For better governance and management, there will be a Single Point of Contact (SPOC) for each of the 3rd party service provider who will be accountable for any issue resolution and escalation needs. The SPOC for each third party will be identified to Contractor as needed.

Physical Assets

7. Jefferson County will provide work space, administrative support and office supplies for the Contractor when working on-site at client facilities.

8. Jefferson County will procure all required software, Tyler Munis access and licenses needed for the Contractor.

9. Jefferson County will supply access to the internet and to all required client systems to the project manager through Jefferson County's network or other high speed internet providers.

General

10. Requests for changes to the statement of work scope will be managed through the Project Management Team. All approved scope change requests that require additional support from the SBS team, along with proposed costs, will be amendments to this agreement.

Pricing and Terms of Payment

In exchange for and upon satisfactory completion of the services performed by Contractor under this Contract, the County agrees to pay Contractor at an hourly rate of See Table Below. The compensation will not exceed \$325,000.00. On a monthly basis, Contractor shall submit a true and correct statement of the services provided; the hours of services performed; and the fees due under this Contract.

Role	Hours per month	Rate/Hour	Estimated cost per month
Engagement Manager	24	\$190	\$4,560
Project Manager	128	\$160	\$20,480
Total	152		\$25,040

Payment to Contractor shall be made within 30 days after receipt of a true and correct statement of services provided.

2. Reimbursable Expenses

With proper documentary support, reasonable and customary expenses associated with travel (including mileage at IRS rate), meals, and lodging will be reimbursed at Contractor's actual cost with no markup. Contractor will use its best efforts to obtain and utilize economical rates for travel consistent with customary practices in government sector work, including non-refundable coach class airfare, government rates for lodging, et cetera. In no case will first-class airfare, costs associated with alcoholic beverages, or other entertainment items be reimbursed as part of this Contract.

3. Invoicing

All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

Jefferson County Commission  
Finance Department  
716 Richard Arrington Jr Blvd North  
Room 820, Courthouse  
Birmingham, AL 35203

\*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor

4. Terms of Agreement and Authorization to Perform Work: The term of this Contract shall be for one year, from March 23, 2015 to

March 22, 2016; with the County's option to renew.

5. Integrated Agreement; Construction; Severability

This written instrument contains the entire agreement between the County and Contractor. All previous communications, negotiations and understandings relating to the subject matter of this Contract are wholly merged into, and superseded by, this written instrument. Neither party has been persuaded to sign this Contract by any representation, statement or promise that is not written down in this Contract. This Contract, having been negotiated by the parties, shall be construed in its entirety according to its plain meaning and shall not be construed for or against either party. This Contract may be amended or modified only by a writing signed by all of the parties. In the absence of such mutually-agreed modification, all provisions of this Contract are indispensable, and this Contract would not have been agreed upon but for the inclusion of each and every one of its provisions. All items of consideration provided herein by each party are explicitly conditioned on and made in exchange for all items of consideration provided by the other party. If any provision of this Contract is found to be invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Contract shall likewise be void.

6. Assignment

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

7. Not a Contract of Employment

This Contract creates the relation of principal-independent contractor between the County and the Contractor. This Contract shall not constitute, and shall not be construed as, a contract of employment between the Contractor and the County, or between the County and any employee, agent, or subcontractor of Contractor.

The County shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work is to be performed. The County retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract.

The County shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

8. Maintenance of Records

Contractor shall maintain material records of the work to be performed hereunder. Contractor shall account for project funds upon request from the County and Contractor shall retain the records of the work performed hereunder for a minimum of six (6) years from the termination of this Contract.

9. Authority

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

10. Confidentiality

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

11. Conflicts of Interest

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

12. Termination of Contract

This Contract may be terminated with no further obligation to Contractor at the sole discretion of the County if Contractor shall fail

to substantially perform any duty or obligation created by this Contract or accomplish any tasks required by this Contract in a timely manner and in a manner consistent with professional standards; or if Contractor shall have or develop a material conflict of interest.

The failure of the County to enforce any time line, restraint, or condition created by the provisions of this Contract shall not be construed as a waiver of such time limit, restraint, or condition, nor shall such failure to enforce such provision be construed as a waiver of the County's right to enforce such provisions in the future.

Additionally, the County reserves the right to terminate this Contract without cause upon 30 days' notice, and upon such termination, Contractor will be paid the fair value of services performed.

If this Contract shall be terminated for any reason prior to its completion according to the terms of same, Contractor shall deliver to the County a list of outstanding tasks and projects within fifteen (15) days after receipt of notice of termination.

13. Notice

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

To the County:

Jefferson County Commission  
Jefferson County Courthouse Annex  
716 Richard Arrington Jr. Blvd. North  
Birmingham, Alabama 35203  
Jefferson County Manager  
Jefferson County Courthouse Annex  
716 Richard Arrington Jr Blvd. North  
Suite 251  
Birmingham, Alabama 35203

Copy to: Jefferson County IT Department  
Attn: Roosevelt Butler  
Jefferson County Courthouse Annex  
716 Richard Arrington Jr Blvd. North  
Suite 700  
Birmingham, Alabama 35203

To Contractor: SteelBridge Solutions, Inc.  
ATTN: Susan Richards  
2451 Cumberland Parkway Suite 3228  
Atlanta, GA 30339

14. Governing Law

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

15. Execution

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

16. Works for Hire

All opinions, conclusions, reports and analyses performed and/or delivered as the Contractor's work product under this Contract shall be the property of the County and shall be considered a work made for hire. The County shall be deemed to be the author and shall enjoy full and exclusive copyright in all such opinions, conclusions, reports and analyses.

17. Time of the Essence

The parties agree that the time for performance is of the essence.

18. Compliance with 4 9 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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

resulting therefrom.

19. Hold Harmless and Indemnification

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

20. Insurance

Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

21. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

JEFFERSON COUNTY COMMISSION

James A. Stephen, President

STEELBRIDGE SOLUTIONS, INC.

Susan Richards, CEO

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

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Mar-19-2015-256

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and

WHEREAS, Jefferson County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient public purpose; and

WHEREAS, Oxford Pharmaceuticals, LLC ("Oxford") is a pharmaceutical manufacturer and a distributor of generic drugs; and

WHEREAS, Oxford is purchasing property in the Jefferson Metropolitan Park at Lakeshore located in the County (the "Project Site") and plans to build a pharmaceutical manufacturing and distribution facility (the "Project") located at the Project site; and

WHEREAS, the Project will involve an anticipated investment from Oxford of \$29,000,000 and is expected to result in the creation of 200 new jobs within the County over the next ten (10) years which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, the sale of the land for the Project Site is expected to net Jefferson County \$600,000 in proceeds; and

WHEREAS, it is projected that the County will also gain \$1,352,836 in new tax revenue from the Project over a ten year period consisting of \$97,490 in general tax revenue and \$1,255,346 in educational tax revenue; and

WHEREAS, the State of Alabama, the City of Birmingham, the Birmingham Business Alliance and AIDT all support the Oxford Project in Birmingham and Jefferson County and are committing monetary and/or other economic grants and incentives to Oxford; and

WHEREAS, an assessment and evaluation required by the County's Fiscal Policy has been performed and on March 6, 2015, a notice was published in the Birmingham News which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on March 19, 2015, at 9:00 a.m., as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Development Agreement with Oxford to provide economic incentives of \$400,000 to be paid over a ten (10) year period contingent on the completion date of the Project and the hiring of up to 200 full time employees over the ten (10) year period at the Project Site as fully set forth in the Development Agreement.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by Oxford within the County; the promotion, advancement and growth of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditure of public funds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending its credit or grant funds or things of value is to Oxford.

#### DEVELOPMENT AGREEMENT

This development agreement (this "Agreement") is hereby made and entered into on this the        day of       , 2015, by and between Jefferson County, Alabama (the "County") and Oxford Pharmaceuticals, LLC ("OXFORD").

#### RECITALS

WHEREAS, the County enthusiastically supports and encourages economic and industrial development in order to develop a solid and diverse local economy, to increase employment opportunities, to broaden the County's tax base, to increase revenues and to provide necessary and improved services to the citizens of the County; and

WHEREAS, Amendment No. 772 of the Constitution of Alabama (1901) (Section 94.01 (a) of the Recompiled Constitution of Alabama, hereinafter referred to as "Amendment 772"), authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic and industrial development of the County; and

WHEREAS, OXFORD is a pharmaceutical manufacturer and distributor of generic drugs; and

WHEREAS, OXFORD is purchasing property in the Jefferson Metropolitan Park at Lakeshore located in the County (the "Project Site") and plans to build a pharmaceutical manufacturing and distribution facility (the "Project") located at the Project Site; and

WHEREAS, the Project will involve an anticipated investment from OXFORD of \$29,000,000 and is expected to result in the creation of 200 new jobs within the County over the next ten (10) years which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, the sale of the land for the Project Site is expected to net Jefferson County \$600,000 in proceeds; and

WHEREAS, it is projected that the County will also gain \$1,352,836 in new tax revenue from the Project over a ten year period consisting of \$97,490 in general tax revenue and \$1,255,346 in educational tax revenue; and

WHEREAS, in compliance with Amendment 772, the governing body of the County shall approve at a public meeting a resolution containing a determination by such governing body that the expenditure of public funds as set forth herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, in compliance with Amendment 772, at least seven days prior to the aforementioned public meeting, the County shall cause to be published in the Birmingham News, the newspaper having the largest circulation in the County, a notice describing in reasonable detail the action proposed to be taken at such public meeting, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, to induce OXFORD to develop the Project on the Project Site, the County has agreed to provide certain incentives to OXFORD in the form of County Assistance, as defined herein; and the County desires to have OXFORD locate its operations in the County by undertaking the Project; and

WHEREAS, as a result of the County's inducements to be provided in the form of County Assistance, OXFORD has decided to undertake the Project; and

WHEREAS, the County finds it necessary, proper and in the public interest in accordance with Amendment No. 772, that the County should enter an Agreement with OXFORD pursuant to which OXFORD will undertake the Project and the County will provide the County Assistance in support of the Project in accordance with the terms and conditions of this Agreement, which will promote the economic and industrial development of the County and accordingly is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment No. 772; and

WHEREAS, the County does hereby further ascertain, determine, declare and find that the development and implementation of the

Project with the County Assistance in support of the development and implementation of the Project provided in this Agreement is in the best interest of the County and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting local economic and industrial development and stimulating the local economy; increasing population and employment opportunities in the County; increasing the County's tax base, resulting in additional tax revenues for the County; and promoting the development and expansion of business enterprises in the County, all which inure to the economic health of the County and constitute important public benefits to the County and its citizens.

#### AGREEMENT

NOW THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

##### 1. Definitions

1.1 "Average Full-Time Employment" shall have the meaning set forth in Section 3.1 (g) below.

1.2 "Commencement Date" shall have the meaning set forth in Section 2.2 below.

1.3 "Completion Date" shall have the meaning set forth in Section 2.2 below.

1.4 "County Assistance" shall have the meaning set forth in Section 3.1 below.

1.5 "Employment Maintenance Period" shall have the meaning set forth in Section 3.2(g) below.

1.6 "Ramp-Up Period" shall have the meaning set forth in Section 3.1 (a) below.

1.7 "Full-Time Employee" or "FTE" shall mean (i) a person who is being employed by OXFORD in performing a job requiring not less than thirty-six (36) hours per work week, (ii) a person whom OXFORD identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (iii) a person who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within OXFORD.

1.8 "Jobs Commitment" shall have the meaning set forth in Section 3.1 (a) below.

1.9 "Preliminary Operating Period" shall have the meaning set forth in Section 2.3 below.

1.10 "Project" shall have the meaning set forth in the Recitals to this Agreement.

1.11 "Project Site" shall have the meaning set forth in the Recitals to this Agreement.

##### 2. Project Implementation

2.1 In consideration of the County's agreement to provide the County Assistance, OXFORD commits to undertake the Project in accordance with the requirements of this Agreement. The sole obligation of the County pursuant to this Agreement is to provide the County Assistance upon the terms and conditions set forth herein. OXFORD shall be responsible for the planning and design of the Project and shall bear the cost of any improvements, labor, training, administrative or other expenses required to implement the Project. OXFORD further agrees to obtain all necessary approvals and permits for the Project and to commence construction on the Project prior to September 1, 2015.

2.2 The County shall have the option, upon written notice to OXFORD, to terminate this Agreement in the event (i) OXFORD has not commenced construction at the Project Site prior to December 1, 2015 (the actual date of commencement to be referred to herein as "Commencement Date", as defined further below) or (ii) OXFORD has not completed the Project prior to March 30, 2017 (the actual date of completion to be referred to herein as the "Completion Date", as defined further below). For purposes of this Agreement, the Commencement Date is the date on which a licensed contractor retained by OXFORD has commenced construction of the initial improvements at the Project Site. The Completion Date shall be the date on which a certificate of occupancy is issued for the last of the improvements at the Project Site.

2.3 As a condition to the County's agreement to provide County Assistance, OXFORD agrees to operate and maintain its headquarters and other business operation comprising the Project at the Project Site within the County for a period of at least ten (10) years following the Completion Date (such period to be referred to herein as the "Preliminary Operating Period"). In the event OXFORD closes or relocates its headquarters or relocates its headquarters or business operation from the Project Site to a location outside the County during the Preliminary Operating Period, OXFORD will re-pay to the County as liquidated damages (the parties agreeing that it would be impossible to determine the actual damages caused by such default) an amount equal to the actual amount of money given to OXFORD multiplied by a fraction, the numerator of which is the number of whole or partial years OXFORD maintained its headquarters and business operations at the Project Site following the Completion Date and the denominator of which is ten (10); provided, however, that in the event that OXFORD sells all or substantially all of its assets or stock or is not the survivor in a merger then the provisions of this Section 2.3 shall not apply.

##### 3. County Incentives and Recapture Provisions

3.1 After the Project Completion Date, the County will provide to OXFORD Forty Thousand and No/100 Dollars (\$40,000.00) annually in County Assistance in an amount not to exceed Four Hundred Thousand and No/Dollars (\$400,000.00) cumulatively, subject to the following terms and conditions:

(a) OXFORD agrees to hire a minimum of two hundred (200) Full-time Employees at the Project Site within ten (10) years of the

Completion Date, such period referred to herein as the "Ramp-Up Period". Subject to the terms and conditions of this Agreement, OXFORD pledges to hire FullTime Employees during the Ramp-Up Period according to the schedule set forth in Table 1 below such that the total number of Full-Time Employees at the Project Site as of the End Date of each given Year equals or exceeds the number of FTEs set forth below, such pledge to be referred to herein as the "Jobs Commitment".

Table 1:

Year	End Date	Jobs Commitment
Year 1	1 <sup>st</sup> Anniversary of Completion Date	61 FTEs
Year 2	2 <sup>nd</sup> Anniversary of Completion Date	78 FTEs
Year 3	3 <sup>rd</sup> Anniversary of Completion Date	90 FTEs
Year 4	4 <sup>th</sup> Anniversary of Completion Date	119 FTEs
Year 5	5 <sup>th</sup> Anniversary of Completion Date	126 FTEs
Year 6	6 <sup>th</sup> Anniversary of Completion Date	144 FTEs
Year 7	7 <sup>th</sup> Anniversary of Completion Date	163 FTEs
Year 8	8 <sup>th</sup> Anniversary of Completion Date	176 FTEs
Year 9	9 <sup>th</sup> Anniversary of Completion Date	186 FTEs
Year 10	10 <sup>th</sup> Anniversary of Completion Date	200 FTEs

(b) Commencing with the first anniversary of the Completion Date and on each anniversary of such date thereafter during the Ramp-Up Period, OXFORD shall provide the County with a report certified by an authorized representative of OXFORD certifying the number of Full-Time Employees at the Project Site as of the applicable End Date. This annual report shall be provided to the County on or before the last business day of the month immediately following the applicable End Date.

(c) Provided that the foregoing report certifies that OXFORD has met the Jobs Commitment for a given Year as set forth in Table 1, the County agrees to pay to OXFORD \$40,000 within 30 days of receiving such report. In the event OXFORD fails to satisfy the Jobs Commitment as of the End Date of a given Year, the County shall withhold the County Assistance for such Year until such time as an authorized representative of OXFORD certifies in writing that the Jobs Commitment for such Year has been met. Provided, if the Jobs Commitment for a given Year is not met within twenty-four months of the End Date for such Year, the County Assistance for such Year shall be forfeited.

(d) In no event will the County pay OXFORD more than \$400,000.00 cumulatively pursuant to this Agreement.

(e) OXFORD may meet the Jobs Commitment for a given Year ahead of the schedule set forth in Table 1. Notwithstanding, the County shall not be obligated to provide the County Assistance for such Year until after the applicable End Date for such Year provided OXFORD certifies in writing that the number of Full-Time Employees at the Project Site as of such End Date equals or exceeds the Jobs Commitment for such Year.

(f) In the event OXFORD elects not to proceed with or otherwise abandons the Project prior to the County paying the Year 1 installment of County Assistance, OXFORD shall immediately notify the County in writing. Upon the County's receipt of such notice, this Agreement shall be terminated without further action, vote or approval of the parties to this Agreement.

(g) OXFORD agrees to maintain an Average Full-Time Employment of 200 FTEs at the Project Site for the five year period following the end of the Ramp-Up Period, such period to be known as the Employment Maintenance Period. Following the first through fifth anniversary dates of the conclusion of the Ramp-Up Period, OXFORD shall provide the County a report certified by an authorized representative of OXFORD certifying the number of Full-Time Employees as of the last business day of each of the twelve prior months. Said reports shall be provided by OXFORD on or before the last business day of the month immediately following the applicable anniversary date. From the five annual reports submitted by OXFORD, the County shall calculate the Average Full-Time Employment by adding the number of Full-Time Employees as of the conclusion of the 60 months set forth in the foregoing reports and dividing such total by 60. Absent manifest error, the County's calculation shall be conclusive.

(h) If OXFORD fails to maintain an Average Full-Time Employment of 200 FTEs or at the Project Site at the completion of the Employment Maintenance Period, OXFORD shall pay to the County within 60 days of notice by the County a penalty calculated pursuant to the following formula:

$$(1) [\text{Total County Assistance Paid to OXFORD}] \times [\text{Average Full-Time Employees at completion of Employment Maintenance Period} - 200] = \text{Amount Retained by OXFORD}$$

$$(2) \text{Penalty to be paid by OXFORD to the County (if any)} = [\text{Total County Assistance Paid to OXFORD}] - [\text{Amount Retained by OXFORD}]$$

#### 4. General Terms

4.1 This Agreement shall become effective on the date upon which it is executed by the last party to sign.

4.2 The County does hereby ascertain, determine, declare and find that the County Assistance provided to OXFORD is in the best interest

of the County and will serve the public purposes set forth in the Recitals above, notwithstanding any incidental benefit accruing to any private entity or entities.

4.3 (a) For purposes of this Agreement, an event of default shall be defined as (i) OXFORD's breach or violation of any term or condition of this Agreement which is not cured with thirty (30) days after written notice from the County; (ii) any material representation made by OXFORD in this Agreement, or in any certificate, notice, or request made by OXFORD in writing and delivered to the County pursuant to or in connection with this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; (iii) the entry of a decree or order for relief by a court jurisdiction over OXFORD in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, trustee (or similar official) of OXFORD for any substantial part of its property or ordering the winding up or liquidation of OXFORD' affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (iv) the commencement by OXFORD of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; or (v) the consent by OXFORD to the appointment of or taking possession by a receiver, liquidator, trustee (or other similar official) of OXFORD or of any substantial part of OXFORD's property or the making by OXFORD of any assignment for the benefit of creditors.

(b) Upon the occurrence of an event of default by OXFORD which is not cured with the applicable time periods set forth above, the County may, in its discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Agreement:

- (i) seek and obtain injunctive relief or declaratory relief;
- (ii) terminate this Agreement;
- (iii) if applicable, recover liquidated damages as provided in Section 2.3 herein subject to the provisions contained in Sections 3.2(g) and (h); or
- (iv) exercise any and all other remedies available to the County at law or in equity

(c) The County shall have the right to receive all provable damages, as well as reasonable attorney's fee and court costs, caused by the default of OXFORD. Anything to the contrary notwithstanding, neither the County nor OXFORD shall in any event be responsible or liable for consequential, exemplary or punitive damages as a result of any or omission in connection with this Agreement.

4.4 This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, OXFORD consents to the jurisdiction and venues of the courts of Jefferson County, Alabama, with respect to any matter arising hereunder.

4.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.6 All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, by email, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the County:        Tony Petelos  
                              County Manager  
                              716 R. Arrington Blvd North, Suite 251  
                              Birmingham, AL 35203  
                              Email: petelost@jccal.org

With a copy to:  
  
                              Carol Sue Nelson  
                              County Attorney  
                              716 Richard Arrington Blvd. North, Suite 280  
                              Birmingham, AL 35203  
                              Email: nelsonc@jccal.org

To OXFORD:

With a copy to:        John Schultz  
                              3148 Mallard Point Drive  
                              Hampton Cove, Alabama 35763

Or to such other addresses as the parties shall designate from time to time by written notice.

4.7 OXFORD will use its commercially reasonable efforts to identify, recruit, and hire qualified residents of the County for its available employment positions with its various business operations located at the Project Site.

4.8 OXFORD shall not assign any rights under this Agreement without the written consent of the County.

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

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

4.11 By signing this contract, OXFORD affirms, for the duration of this Agreement, that it 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, if OXFORD is found to be in violation of this section, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

4.12 OXFORD agrees to indemnify, hold harmless and defend the County, its elected officers and employees (hereinafter referred to in this paragraph collectively as the "Indemnified Party"), from and against any and all loss, expense, or damage, including court costs and reasonable attorney's fees, for liability claimed by a third party against or imposed upon the Indemnified Party because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of OXFORD, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this Agreement. OXFORD's obligation under this section shall not extend to any liability caused by the sole negligence of the Indemnified Party, or its employees.

4.13 This Agreement constitutes one entire and complete agreement and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the County and OXFORD. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral condition, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended by a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date set forth below.

OXFORD PHARMACEUTICALS, LLC  
\_\_\_\_\_, President

JEFFERSON COUNTY, ALABAMA  
James A. Stephens, President - Jefferson County Commission

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

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

Mar-19-2015-257

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Village Creek Society ("VCS") to provide funds to purchase a tent, providing food, snacks and drinks over the three (3) day event, Village Creek Human & Environmental Justice Society Clean Up, to volunteers, as well as paper products and purchase of garbage bags, gloves and writing materials.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, Village Creek Society ("VCS") applied for a grant of funds for \$5,000.00; and

WHEREAS, VCS is a 501(c)(3) organization which seeks funds to aid in the Annual Village Creek Human & Environmental Justice Society Clean Up, which is a three (3) day event of community service to clean Village Creek. Funds will aid in the purchase of a tent, providing food, snacks and drinks over the three (3) day event to volunteers, as well as paper products and purchase all' garbage bags, gloves and writing materials; and

WHEREAS, VCS meets the eligibility requirements of the Program; and .

WHEREAS, Commissioner George F. Bowman has recommended funding of \$5,000.00 to VCS, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to VCS a lump sum payment of \$5,000.00 upon execution of this agreement.
3. VCS shall use the public funds to purchase of a tent, providing food, snacks and drinks over the three (3) day event to volunteers, as well as paper products and purchase of garbage bags, gloves and writing materials.

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

4. VCS, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

5. VCS, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner : from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all .expenditures thereof.. All sudh financial records and supporting documents shall be retained -and -made. available by VCS,1 for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

VILLAGE CREEK SOCIETY

Yohance D. Owens, Executive Director

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

WHEREAS, Community Grant Funds are being used to clean up a portion of Carson Road (Pine Hill Road to Red Hollow Road) on April 11, 2015 from 9 a.m. to 1 p.m.; and

WHEREAS, students from Fultondale High School and Center Point High School will be helping to pick up trash; and

WHEREAS, safety is a problem on Carson Road and it is requested that Carson Road be closed for four hours on April 11th; and

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby approves the closing of Carson Road between Pine Hill Road and Red Hollow Road for cleanup on April 11, 2015 from 9 a.m. to 1 p.m.

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

\_\_\_\_\_

Thereupon the Commission Meeting was recessed.

\_\_\_\_\_

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

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Minute Clerk

END OF MINUTE BOOK 167