

STATE OF ALABAMA)

JEFFERSON COUNTY) December 17, 2015

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of December 3, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on December 15, 2015, and approved the following items to be placed on the December 17, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1.
- Commissioner Brown, Human-Community Services and Human Resource Services Committee Items 1 through 13 and Addendum Items 1 - 4.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 11 Addendum Item 5 and on additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 22.

PROCLAMATION

If it be possible, as much as lieth in you, live peaceably with all men.

Romans 12:18

WHEREAS, William and Louise Nathan were born in Marengo County, Alabama, they married in 1955 and they are the proud parents of 5 children Erma Jean Nathan, Tony Nathan, Linda Diane Johnson, Vincent Nathan and Cedrick Nathan. They moved to Birmingham in the spring of 1956; and

WHEREAS, Mr. and Mrs. Nathan reared their children in a Christian home attending St. James Baptist Church since arriving in Birmingham. This would give them the perfect background for what the city and state was going through as it related to the civil rights movement. Mrs. Nathan would attend a few civil rights meetings and on occasions heard Dr. Martin Luther King Jr. and other African American leaders speak about nonviolent protesting. Dr. King's beliefs very much aligned with their beliefs. William and Louise would teach their children about nonviolence; and

WHEREAS, about this time, when daughter Erma and son Tony had to attend an integrated school, Woodlawn, there was a lot of racial tension at the school, as well as, in Birmingham; and

WHEREAS, it was also at this time that the Nathan family, as a whole, took on a different stature, in that Tony was a football player and he was suddenly thrust into a different limelight that culminated in one of the largest rivalries in Alabama High School football history as they played Banks High School for the bragging rights of 1974; and

WHEREAS, even though Erma and Tony successfully navigated their new surroundings, at times racial tension played out at the high school where they attended and even on the football field where Tony played, notwithstanding he was supposedly among team mates; and

WHEREAS, tested though they were, both Erma and Tony I'm sure relied mostly on their Christian upbringing by their parents and even Tony became an instrument that helped bring Woodlawn football players together with the rivals of Banks to team Christian prayer meetings. This was best demonstrated before the 1974 rival game at Legion Field when all of the players met on the field before the game, against the powers that were, to pray before the game. It was said that "this game definitely changed the city of Birmingham".

After completing high school Tony attended and played football under the legendary Paul Bear Bryant. Later his football career carried over into the NFL where he played and later coached running backs for the Miami Dolphins, as well as other teams. Also, this year the movie

"Woodlawn" opened on October 16th, 2015 and his book was released on September 16, 2015 titled Tony "Running with a purpose".

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN BE IT PROCLAIMED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that today, November 19, 2015, be proclaimed, Tony Nathan's Day, along with his family.

Signed by the Jefferson County Commission on this, 18th day of November 2015.

James A. Stephens, President
Sandra Little Brown, President Pro Tempore
George Bowman, Commissioner
T. Joe Knight, Commissioner
W.D. Carrington

RESOLUTION

Whereas, it is the policy of the Jefferson County Commission to honor and recognize achievements of individuals who have impacted our community for the better; and

Whereas, William H. (Bill) Mullins, III was inducted in the Greater Birmingham Association of Home Builders' Hall of Fame at their annual meeting on December 12, 2015; and

Whereas, William H. (Bill) Mullins, III was employed by Jefferson County June 26, 1995 as Director of Inspection Services; and

Whereas, William H. (Bill) Mullins III received a Bachelor of Arts from Samford University in 1969; Bachelor of Science and Bachelor of Architecture, Auburn University in 1977; and

Whereas, William H. (Bill) Mullins III served in the United States Army and graduated Distinguished Graduate Advanced Individual Training Combat Engineers and was honorably discharged in 1971; and

Whereas, William H. (Bill) Mullins III career spans Daniel International, Inc., Bechtel Petroleum, Inc., Bechtel Power, Inc., and Ward Associates/Architects, Inc. prior to joining Jefferson County; and

Whereas, William H. (Bill) Mullins III took over Inspection Services 20 years ago and today the department is recognized as one of outstanding service to the construction world and was confirmed by this special award from the Greater Birmingham Association of Homebuilders; and

Whereas, William H. (Bill) Mullins III has successfully negotiated conflicts of inspection approvals so that the project could move forward, always adhering to the established codes by which his department operates; and

Whereas, William H. (Bill) Mullins III is married to Janis Brooks and together they enjoy their farm and horseback riding; and

Now, therefore, be it resolved that the Jefferson County Commission congratulates William H. (Bill) Mullins III on his induction into the Greater Birmingham Association of Homebuilders' Hall of Fame and we express our appreciation for his years of service to the Department of Inspection Services of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this 17th day of December, Two Thousand Fifteen.

James A. Stephens, President
Sandra Little Brown, Pro Tempore
George Bowman, Commissioner
W. D. Carrington, Commissioner
T. Joe Knight, Commissioner

Dec-17-2015-1155

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-2015-026 Francisco Garcia, owner requests a change of zoning on part of Parcel ID# 13-14-2-001-003.004 in Section 14 Twp 16 South Range 2 West from C-3 (Commercial), C-1(A) (Commercial) for compliance for a convenience store and family restaurant. (Case Only: 4350 Pinson Valley Parkway, Birmingham, AL 35215)(PINSON VALLEY)(0.57 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-026 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2015-025 Estate of D.W. Segars, owners; Pamela Segars Morris, estate administrator; Lee Mitchell, agent requests a change of zoning on Parcel ID# 31-08-4-010-008.000 in Section 08 Twp 18 South Range 5 West from R-2 (Single Family) to C-1 (Commercial) for a gas station and convenience store offering the sale of beer and wine for off-premise consumption. (Case Only: 7108 Warrior River Road, Bessemer, AL 35023)(ROCK CREEK)(1.46 Acres M/L)

RESTRICTIVE COVENANTS: 1. All site lighting shall be directed downward; 2. The access and all improvements at the intersection will be approved by the Department of Roads and Transportation; and 3. The slope at the rear of the property shall be permanently stabilized.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-025 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Z-2015-027 Pump House Land Partners, LLC, owners; Jack Brown, Graham and Company, Agent, requests revisions to existing restrictive covenants and conditions imposed in a previous zoning case (Z-2011-020) to permit construction in accordance with a modified site plan and architectural design. Property zoned C-P (Preferred Commercial) with covenants. Parcel ID#s 28-21-1-002-013.000 and 28-21-1-002-051.000 in Section 21 Twp 18 South Range 2 West. (Case Only: 3291 U.S Highway 280, Birmingham, AL 35243)(CAHABA HEIGHTS)(2.78 Acres M/L)

RESTRICTIVE COVENANTS:

1. the property shall be developed in substantial conformance to the site plan submitted and filed on November 5, 2015 and presented at the November 12, 2015 hearing of the Planning & Zoning Commission Public Hearing; 2. access to the development shall be approved by the Alabama Department of Transportation; 3. the development shall include the enhanced buffer as shown on the site plan submitted and filed on November 5, 2015 and presented at the Public Hearing; 4. the property will be disturbed only to the minimum extent necessary for construction, maintaining as much existing natural vegetation as possible and preserving a natural buffer along the stream; 5. all lighting shall be directed downward onto the property, and there shall be no exterior lighting in back (north face) of the building; and 6. the architectural design of the building shall substantially conform to the rendering submitted [and filed on November 5, 2015 and presented at the Public Hearing] on November 12, 2015, and shall not exceed the height shown.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-027 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Dec-17-2015-1156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Poole and Company Architects, LLC to provide professional services for the Personnel Board 2121 Building 1st Floor IT Department renovations/modification in the amount of \$18,500.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this December 1, 2015, by and between Jefferson County Commission, hereinafter called "the County"

and Poole and Company Architects, LLC located at 2 North 20th Street, Suite 1610, Birmingham, Alabama 35203, hereinafter called "the Architect".

WHEREAS, the County desires to contract for Professional Architectural services.

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

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

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

SCOPE OF SERVICES: The scope of services include; Professional Architectural services as needed for renovation/modification of the Personnel Board 2121 Building first floor IT Department to include; project design, code reviews, preparation of construction documents, drawings and specifications, project advertisement, assistance with conducting pre bid and bid, bid award evaluations and recommendations and construction contract administration.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 24 months beginning December 1, 2015 through November 30, 2017.

COMPENSATION: Compensation shall be based on the attached "Hourly rates schedule" with a budget of fifteen thousand (\$15,000)dollars. Fees for sub consultants will be at rate of (x 1.1) times their invoiced amount. Total contract amount with reimbursable expenses, as described below is eighteen thousand five hundred dollars (18,500). Invoices pay upon receipt.

REIMBURSABLE EXPENSES: Reimbursable expenses will include advertisement, printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. The budgeted amount for reimbursable is three thousand five hundred dollars (\$3,500)

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

Architect: Poole and Company Architects, LLC
Attention: John Poole
2 North 20th Street, Suite 1610
Birmingham, Alabama 35203

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

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

Architect
John Poole, President

Jefferson County, Alabama
James A. Stephens, President - Jefferson County Commission

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

Dec-17-2015-1157

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 Alabama STEM Education, Inc. to provide funding to purchase five (5) programmable robotic platforms (\$100 each); ten (10) science project kits (\$25 each); and snacks and drinks during student breaks (\$250) in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Alabama STEM Education, Inc. ("Alabama STEM") applied for a grant of funds for \$1,000.00; and
WHEREAS, Alabama STEM is a 501(c)(3) organization which provides a 10 week program called "Raise the Bar" that trains high school

students in science, technology engineering and math; and

WHEREAS, Alabama Stem needs funds to purchase five (5) programmable robotic platforms (\$100.00 each); ten (10) science project kits (\$25.00 each); and snacks and drink during student breaks (\$250.00); and

WHEREAS, Alabama STEM meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$1,000.00 to Alabama STEM, 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 May 7, 2016.
2. The County shall pay to Alabama STEM a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Alabama STEM shall use the public funds to purchase five (5) programmable robotic platforms (\$100.00 each); ten (10) science project kits (\$25.00 each); and snacks and drinks during student breaks (\$250.00).

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

4. Alabama STEM 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, 2016, whichever shall occur first.

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

6. Alabama STEM 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. Alabama STEM 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 Alabama STEM 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

ALABAMA STEM EDUCATION, INC.

James A. Stephens, President - Jefferson County Commission

Juanita Graham, Executive Director

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

Dec-17-2015-1158

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 North Smithfield Storm Shelter Project II (CDBG-DR-12-03-U1- NSS2).

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

Dec-17-2015-1159

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 North Smithfield Storm Shelter Project II (CDBG-DR-12-03-U1- NSS2) from the Community Development Block Grant Program.

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

Dec-17-2015-1160

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the attached Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2014.

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

Dec-17-2015-1161

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute

an Agreement between Jefferson County, Alabama and Darvin McDonald, d/b/a McDonald Construction to provide roofing repair and replacement for owner occupied, single family residents for the period July 31, 2015 - July 30, 2016 in the amount of \$50,000.

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

Dec-17-2015-1162

WHEREAS, the Jefferson County Commission originally approved a resolution on April 9, 2015 in Minute Book 168, Pages 20-21 authorizing an Agreement between Jefferson County, Alabama and Urban Ministry, Inc. for a Federal Emergency Solutions Grant (HESG14-RR-UMI).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an Amendment One (1) to extend the contract period to March 31, 2016. This Agreement is from Program Year 2014 - federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Urban Ministry, Inc. (HESG 4-RR-UMI), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be April 9, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor desires to amend the contract; and
NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows.

The contract between the parties which was approved by the Jefferson County Commission on April 9, 2015, in Minute Book 168, Pages 20-21, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to March 31, 2016.
All other terms and conditions of the original contract remains the same.

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

CONTRACTOR
Hill Carmichael, Executive Director - Urban Ministry, Inc.

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

Dec-17-2015-1163

WHEREAS, the Jefferson County Commission originally approved a resolution on April 9, 2015 in Minute Book 1f\$, Page 21 authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG14-ES-RR-YFV).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute Amendment One (1) to extend the contract period to January 31, 2016 and authorize the reallocation of budgeted funds. This Agreement is from Program Year 2014 - federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and YWCA-Family Violence Center (HESG14-ES-RRH-YFV), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be April 9, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor desires to amend the contract.
NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on April 9, 2015, in Minute Book 168, Page 21, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to January 31, 2016, and
2. To reallocate the funds for Rapid Rehousing. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Operations:		\$10,000.00
Rapid Re-housing:		
Housing Relocation and Stabilization:	\$9,239.00	
Tenant Based Rental Assistance:	\$4,500.00	
Total Rapid Rehousing		\$13,739.00

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Yolanda Sullivan, CEO - YWCA

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

Dec-17-2015-1164

WHEREAS, the Jefferson County Commission previously approved a resolution on February 9, 2015 in Minute Book 167, Page 524 authorizing an Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 40 calendar days and increase the contract amount an additional Twelve Thousand Seven Hundred Seventy Four and 30/100 Dollars (\$12,774.30). The new completion date is December 19, 2015. The new contract total is \$106,993.30. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter called "the County," and Syms Contractors, Inc., hereinafter called "the Contractor" to provide construction services for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC). The effective date of this agreement shall be March 9, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 9, 2015, in Minute Book 167, Page 524, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional 40 calendar days. The new completion date is December 19, 2015; and
2. Increase the contract amount an additional Twelve Thousand Seven Hundred Seventy Four and 30/100 Dollars (\$12,774.30). The additional funds is for adjustments in the scope of work to complete the project (see the attached change order).

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

Jarrold Sims - Syms Contractors, Inc.

Change Order

Jefferson County, Alabama

Office of Community and Economic Development

Project Name: Midfield Community Center Renovations

Project No.: CDBG12-03F-M02-MCC

Order No.: 1

Date:

The following change(s) is (are) hereby made to the contract by and between Jefferson County, Alabama and Syms Contractors, Inc. dated February 9, 2015.

Bid Item	Description of Changes	Change in Contract Amount
Construction	Contractor shall furnish and install a new HVAC condensing unit.	\$12,774.30

The design calls for the continued usage of an existing HVAC condensing unit. When the Contractor began work, it was discovered that the condensing unit was not actually present. Remove and Replace (2) existing double Doors in the Gymnasium. After Construction began, it was discovered that the frames and hinges had rusted considerably.

Net Change per this Order	\$	\$12,774.30
Prior Contract Amount	\$	\$94,219.00
Revised Contract Amount	\$	\$106,993.30
Net Change in Time per this Order		120 days
Prior Construction Duration		40 days
Revised Construction Duration		160 days

The new completion date shall be December 19, 2015. All work performed under this change shall be in accordance with contract requirements except as modified by this order.

Accepted by _____, Contractor

Attest _____

Recommended by _____, Architect

Attest _____

Approved by James A. Stephens, President - Jefferson County Commission

Attest _____

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

Dec-17-2015-1165

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2015 Action Plan; and

WHEREAS, the grant assistance that is approved is \$1,724,446.00 for the Community Development Block Grant (CDBG) Program, \$579,144.00 for the HOME Investment Partnership (HOME) Program, and \$155,686.00 for fine Emergency Shelter Grant (ESG) Program. The total allocation for Jefferson County is \$2,459,276.00; and

WHEREAS, these funds will be utilized to address the problems of suitable living environments, affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, James A. "Jimmie" Stephens, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 41st Program Year.

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

Dec-17-2015-1166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Host Agency Agreements between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizens Services and the following to provide Senior Community Service Employment Program participants a site to train and gain job readiness skills for the period of July 1,

2015 – June 30, 2016 as required by the Alabama Department of Senior Services (ADSS) and Senior Service America, Inc. (SSAI).

- a) The City of Birmingham Department of Community Policing and Revitalization
- b) The City of Birmingham Health, Wellness and Fitness Training Center
- c) Jefferson County DHR – Bessemer
- d) The Dannon Project

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

Dec-17-2015-1167

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Emergency Preparedness grant agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services (OSCS) and the Alabama Department of Senior Services to provide emergency preparedness supplies and educational training to seniors and persons with disabilities. The funding of \$3,270 is provided by the Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement (5U90TP000500-04 CFDA #93.889).

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

Dec-17-2015-1168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and City of Fairfield to provide funding for operations of the senior center in the amount of \$10,000 for the period October 1, 2014 through September 30, 2015.

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

Dec-17-2015-1169

WHEREAS, the Director of the Alabama Department of Transportation is authorized to make grants for a public transportation program; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprise be used to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION

1. That Birmingham Regional Paratransit Consortium d/b/a Clastran is authorized to execute and file (an) applications) on behalf of the Jefferson County Commission with the Alabama Department of Transportation to aid in the financing of capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. The Birmingham Regional Paratransit Consortium d/b/a Clastran is authorized to execute and file with such applications and assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.
3. That Birmingham Regional Paratransit Consortium d/b/a Clastran is authorized to furnish such additional information as the Alabama Department of Transportation may require in connection with the application for the program of projects submitted to FTA.
4. That Birmingham Regional Paratransit Consortium d/b/a Clastran is authorized to set forth and execute affirmative disadvantaged

business policies in connection to any procurement made as part of the project.

5. That Birmingham Regional Paratransit Consortium d/b/a Clastran is authorized to execute grant agreements on behalf of Jefferson County Commission with the Alabama Department of Transportation for aid in the financing of operating and capital assistance projects.

The undersigned duly qualified and acting Chairman of the Jefferson County Commission certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Jefferson County Commission held on December 17, 2015.

If applicant has an official seal, impress here.

James A. Stephens, President - Jefferson County Commission

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

Dec-17-2015-1170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an emergency agreement under Ala. Code § 41-16-53 between Jefferson County, Alabama and the Seniority Group for the Gabriel Program, as the vendor who was originally awarded the agreement decided not to move forward with the contract that was approved by the Personnel Board. The services provided for in this agreement affect the public health, safety and convenience of the seniors of Jefferson County. The agreement is in the amount of \$10,000.00 and is for the period December 1, 2015 through March 1, 2016.

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

Dec-17-2015-1171

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant/Subsidy Agreement between Jefferson County, Alabama and the Alabama Department of Youth Services to accept grant funding in the amount of \$190,601 for FY2015-2016.

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2015 - 2016

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the total amount of One hundred ninety thousand, six hundred, one and no/100 dollars (\$190,601) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: Jefferson. These funds are formula driven by Legislative Act 2015-540 as summarized in the table below.

		Part I	Part II	2010 U S Census		
#	#	\$14,000	\$0.2682012	FY16	Counties	County
Beds	COs	per county	per person	TOTAL	Served	Population
80	1	14,000	176,601	190,601	Jefferson	658,466

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the 17th day of December, 2015

Accepted by: James A. Stephens, President - Jefferson County Commission

Alabama Department of Youth Services

Steven P. Lafreniere

Legal Counsel

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

Dec-17-2015-1172

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Alabama Cooperative Extension System to provide funding of various programs for FY2015-2016 in the amount of \$102,250.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1st day of October, by and between Jefferson County, Alabama, hereinafter called "The County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2015.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter call "County Extension Office", and;

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
 - a. Agricultural Programs
 - b. Forestry and Natural Resource Programs
 - c. Urban and Nontraditional Programs
 - d. Family and Individual Well-being Programs
 - e. Community and Economic Development Programs
 - f. 4-H Youth Development Programs
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:
 - a. The County shall pay the contractor a total of \$102,250.00 to be paid with twelve monthly payments of one (1) \$8,520.87 and eleven (11) \$8,520.83 upon execution of this Contract.
 - b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupation Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, age, color, sex, national origin, religion, disability or veteran status.
7. MISCELLANEOUS REQUIREMENTS Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on be COUNTY. The Contractor will indemnify and hold harmless the COUNTY, it elected officials and its employees from claims, suit, action, damages and cost of every name and description resulting from the performance of the Contractor, it agents, subcontractors or employees under this contract. See note at the bottom of the page.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties change of any term of provision of the Contract shall be valid or biding unless so amended by written instrument which has been executed or approved by the County. Any such

amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amend agreement will be executed.

11. INSURANCE: Contract 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.

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

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

NOTE: The Alabama Cooperative Extension System (ACES) cannot agree to the indemnity provisions in paragraph 9. As a state entity protected by sovereign immunity which cannot be waived, ACES cannot effectively agree to pay claims that would be covered by such a provision. ACES will be solely responsible for any liability claims, loss, damages, injury, costs & Attorneys' fees arising out of educational services provide by Jefferson County Extension Office employees.

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

CONTRACTOR:

Dr. Gary Lemme, Director

James A. Stevens, President

Alabama Cooperative Extension System

Jefferson County Commission

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

Dec-17-2015-1173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following persons be reappointed to serve on MPO Policy Committee and MPO Advisory Committee.

MPO Policy Committee

<u>Representative</u>	<u>Proxy</u>
Commissioner Jimmie Stephens	Chris Wills
Commissioner Joe Knight	Zach Brooks
Othell Philips	Commissioner David Carrington
Dan Biles	Evan Williams
Tracy Pate	Ken Boozer
Commissioner George Bowman	Yolanda Clayton

MPO Advisory Committee

<u>Representative</u>	<u>Proxy</u>
Commissioner Joe Knight	Zach Brooks
Dan Biles	Evan Williams
Tracy Pate	Ken Boozer

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

Dec-17-2015-1174

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION the Zachary Brooks be appointed to serve on the Alabama Partners for Clean Air Steering Committee for a term expiring January 1, 2018.

BE IT FURTHER RESOLVED that Zhaleah McCullers be appointed as Mr. Brooks's proxy on this Committee.

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

Dec-17-2015-1175

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

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

Dec-17-2015-1176

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

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

Dec-17-2015-1177

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the damage claim by Todd Alexander is denied.

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

Dec-17-2015-1178

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Robbie J. Bell has been denied.

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

Dec-17-2015-1179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Marcus James has been denied.

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

Dec-17-2015-1180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the broken gas line claim of Alabama Gas Corporation in the amount of Five Hundred Twenty Five and 94/100 (\$525.94) 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 Alabama Gas Corporation in the amount of \$525.94 and forward it to the County Attorney for disbursement.

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

Dec-17-2015-1181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and CDM Smith, Inc. to provide expert witness consulting services in the amount of \$50,000.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services is made this day of , 2015, by and between Jefferson County, Alabama (hereinafter called "the County"), and CDM Smith Inc. (hereinafter called "CDM Smith").

WITNESSETH:

WHEREAS, the County desires to contract for and procure expert witness consulting services for the County Attorney's Office in relation to the lawsuit styled *Jefferson County v. Hendon Engineering Associates, Inc., and Robert Holbrook*, Civil Action No. CV-2010-901471, and pending in the Circuit Court of Jefferson County; and

WHEREAS, CDM Smith desires to furnish and provide expert witness consulting services to the County for the County Attorney's Office in relation to the lawsuit styled *Jefferson County v. Hendon Engineering Associates, Inc., and Robert Holbrook*, Civil Action No. CV-2010-901471, and pending in the Circuit Court of Jefferson County.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. ENGAGEMENT:

The County agrees to engage CDM Smith and CDM Smith hereby agrees to perform the expert witness consulting services hereinafter set forth.

2. SCOPE OF SERVICES:

a. CDM Smith agrees to provide expert witness consulting services in the above-referenced litigation as requested by the County Attorney's Office. In connection with such expert witness consulting services, CDM Smith agrees to perform such investigation, document review, studies, analyses, and research so as to be able to consult with and advise the County Attorney's Office as an expert witness pertaining to CDM Smith's findings. CDM Smith agree to prepare a written report pertaining to its findings. CDM Smith further agrees that it shall be available and prepared to provide expert witness testimony for the County Attorney's Office at deposition and trial as the County's expert witness in the above-referenced litigation.

b. CDM Smith shall furnish, unless otherwise specifically provided, all superintendence, labor, tools, equipment, materials, and supplies that are needed to perform the scope of work.

c. The full scope of CDM Smith's work will be determined as the litigation proceeds and will be subject to the needs and requests of the County Attorney's Office. CDM Smith and the County agree that CDM Smith is an independent contractor and is not an agent or employee of the County.

d. CDM Smith with provide, upon request, an estimate of the time and costs CDM Smith reasonably believes are necessary to perform the expert witness consulting services pursuant to this Agreement.

3. AGREEMENT TERMS AND AUTHORIZATION TO PERFORM WORK:

CDM Smith shall be available to render expert witness consulting services to the County Attorney's Office at any time after the effective date of this Agreement. This Agreement shall become effective on the date that all parties sign this Agreement. This Agreement shall terminate upon the final disposition and resolution of the lawsuit styled *Jefferson County v. Hendon Engineering Associates, Inc., and Robert Holbrook*, Civil Action No. CV-2010-901471, and pending in the Circuit Court of Jefferson County.

4. COMPENSATION:

CDM Smith shall be paid on the basis of the rates set forth in Exhibit A attached hereto and incorporated by reference. The total cost

of CDM Smith's expert witness consulting services shall not exceed an amount of Fifty Thousand Dollars (\$50,000) unless otherwise authorized pursuant to a formal amendment of this Agreement. CDM Smith will invoice the County monthly with a statement of work performed, the persons performing the work, and the time incurred in performing the work. Statements for reimbursement for expenses shall include the expenses incurred and receipts for such expenses where appropriate. CDM Smith's invoices should be directed to the attention of the County Attorney's Office. CDM Smith will be paid within forty-five (45) days of submittal of an acceptable invoice.

5. INDEPENDENT CONTRACTOR:

CDM Smith acknowledges and understands that the performance of this Agreement is as an independent contractor and as such, CDM Smith is obligated for Workmen's Compensation, FICA taxes, occupational taxes, all applicable federal, state, and local taxes, etc., and that the County will not be obligated for same under this Agreement.

6. NON-DISCRIMINATION POLICY:

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

7. MISCELLANEOUS REQUIREMENTS:

Upon execution of this Agreement, CDM Smith shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

8. TERMINATION OF CONTRACT:

This Agreement may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this Agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the Agreement and withhold further payments. Such termination shall not relieve CDM Smith of any liability to the County for damages sustained by virtue of a breach by CDM Smith.

9. LIABILITY:

CDM Smith shall not, without prior written permission of the County specifically authorizing CDM Smith to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

10. AMENDMENT OF AGREEMENT:

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

11. INSURANCE:

CDM Smith will maintain such insurance as will protect it and the County from claims under Workmen's Compensation Acts and from claims for damages, bodily injury, property damage, real or personal, or personal injury, including death, which may arise from operations under this Agreement. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. The County shall be included as an additional insured on all policies except Workmen's Compensation and Professional Liability by endorsement including a thirty (30) day written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

12. HOLD HARMLESS AND INDEMNIFICATION:

CDM Smith agrees to indemnify, hold harmless, and defend the County, 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 costs and attorneys' fees, for liability claimed against or imposed upon the County by a third party because of bodily injury, death, or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this Agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of CDM Smith, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of CDM Smith and/or its subcontractors or claims under similar such laws or obligations. CDM Smith's obligation under this Section shall not extend to any liability caused by the sole negligence of the County or its employees. Before beginning work, CDM Smith shall file with the County certificate from its insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance CDM Smith must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes: 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation; and 4) Employer's Liability.

13. COUNTY FUNDS PAID:

CDM Smith and its representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services products, or any item or thing of value whatsoever purchased or acquired with said

funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certify that neither CDM Smith nor any of its officers, partners, owners, agents, representatives employees, or parties in interest has 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 certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

14. GOVERNING LAW:

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

15. NON-ASSIGNMENT CLAUSE:

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

16. STATEMENT OF COMPLIANCE WITH ALA. CODE 4 31-13-9:

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

CDM SMITH INC.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ENVIRONMENTAL SERVICES

ATTEST:

David Denard, Director

Minute Clerk

Director

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

Dec-17-2015-1182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Deed of Road Right-of-Way of a portion of Fieldstown Road and Shady Grove Road to be quit-claimed from Jefferson County to the City of Gardendale. Gardendale has a road improvement project for the intersection of these two roads and needs the right-of-way in their name to conform to ALDOT and FHWA rules. The City of Gardendale has agreed to accept maintenance of this right-of-way.

Quit Claim Deed

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager

Right-of-Way Division,

Jefferson County Roads and Transportation

A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100-----DOLLARS (\$1.00) to in hand paid by the City of Gardendale, a municipal corporation, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said City of Gardendale, all its right, title, interest, and claim in the following described real estate, to wit:

That portion of the right-of-way and easements of Fieldstown Road and Shady Grove Road lying in the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

That certain right-of-way conveyed to Jefferson County by Deed 2837 Page 226 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Thirty Foot right-of-way through the property owned by the under-signed (E.E. Cornelius on June 2nd 1937) through the NW ¼ of the SW ¼, S. 15; T. 16; R. 3 W; Jefferson County, Alabama. As staked out by the County Highway Engineer and now on record in that office.

That certain right-of-way conveyed to Jefferson County by Deed 2837 Page 252 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way being 60 feet in width or 30 feet on each side of a center line located and describe as follows, to wit: Through the property owned by the undersigned (W.M. Cornelius and wife Bulan Cornelius on August 12th 1937) in the NW ¼ of the SW ¼, Section 15 Township 16 So Range 3 West as surveyed by the County Highway Engineer and now on record in that office.

That certain right-of-way conveyed to Jefferson County by Deed 2837 Page 228 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way being 60 feet in width or 30 feet on each side of a center line located and describe as follows, to wit: Beginning at the East Corner of the E.E. Cornelius property run East across 24 acres on the NW ¼ of the SW ¼ Section 15 Township 16 Range 3 West this being the property of W.P. Cornelius (deceased).

That certain right-of-way conveyed to Jefferson County by Deed 2837 Page 220 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A right-of-way being 60 feet in width or 30 feet on each side of a center line located and describe as follows, to wit: Through the property owned by the undersigned (Mary G. Willard on July 23rd 1937) in the NW ¼ of the SW ¼, Section 15 Township 16 S Range 3 West as surveyed by the County Highway Engineer and now on record in that office.

A portion of that certain right-of-way conveyed to Jefferson County by Deed 6131 P 158 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

From the northwest corner of the Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4), Section 15, Township 15 South, Range 3 West, run east along the north line of said quarter—quarter section a distance of 745.7 feet to an intersection with the centerline of the Coalburg Road for a point of beginning of a 60 right-of-way lying 30.0 feet on each side of said centerline; thence turn an angle to the right of 92°24' and run in a southerly direction 120.3 feet to the beginning of a 10°00' curve to the left; thence continue along the arc of said 10°00' curve to the left a distance of 170.0 feet, the end of said curve; thence continue along the tangent to said curve at this point a distance of 141.0 feet to the beginning of a 4°00' curve to the right; thence continue along the arc of said 4°00' curve to the right a distance of 275.0 feet to the end of said curve; thence continue along the tangent to said curve at this point a distance of 273.3 feet to the beginning of a 4°00' curve to the left; thence continue along the arc of said 4°00' curve to the left a distance of 271.3 feet, the end of said curve; thence continue along the tangent to said curve at this point a distance of 100 feet, more or less, to the south line of said SW ¼ of the SW ¼ of Section 15, Township 16 South, Range 3 and the end of said right of way.

That certain 5 foot wide easement conveyed to Jefferson County by Real 1750 Page 345 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

A 5-foot uniform strip of land lying northwesterly of and parallel to the northwesterly right-of-way line of Fieldstown Road, more particularly described as follows: The southeasterly 5 feet of Lot 2, Pinebrook Estates, as recorded in Map Book 102, page 61, Birmingham Division of Probate Court.

All of said property is located in the NW ¼ of the SW ¼, Section 15, Township 16 South, Range 3 West. An easement to prohibit the installation, construction, or maintenance of any shrubbery, fence, or obstruction within the above- described easement.

That certain right-of-way conveyed to Jefferson County by Deed Book 3545 Page 394 as recorded in the Probate Office of Jefferson County, Alabama.

Said deed being a DEED OF CORRECTION: This deed is to correct that certain deed recorded in Deed Volume 6206, Page 266,

Jefferson County Probate Court.

Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 15, Township 16 South, Range 3 West, and run east along the north line of said quarter-quarter section a distance of 612.7 feet to an intersection with the survey centerline location of Road #251; thence turn an angle of 117°00' to the left and run northwesterly along the survey centerline a distance of 134.68 feet to an intersection with the north property line of the Pinyan property for a point of beginning of a 90 foot right-of-way lying 50.0 feet westerly of, parallel to, and abutting, and also 40.0 feet easterly of, parallel to, and abutting the following described centerline; thence from the point of beginning, turn an angle of 180°00' and run southeasterly along the centerline of said survey a distance of 25.85 feet to where the right-of-way becomes 100.0 feet in width, lying 60.0 feet westerly of, parallel to, and abutting the centerline, and 40.0 feet easterly of, parallel to, and abutting said centerline; thence run southeasterly along the centerline of said location a distance of 169.7 feet for a point of beginning of a 3°00' curve to the right, having a central angle of 14°17' at centerline Station 14+30.3; thence continue along the arc of said curve a distance of 30.3 feet to where the right-of-way becomes 120.0 feet in width at centerline Station 14+00, being 80.0 feet westerly of and 40.0 feet easterly of, and parallel to the survey centerline; thence continue southerly along the arc of said curve a distance of 250.0 feet to where the right-of-way becomes 80.0 feet in width at centerline Station 11+50, lying 40.0 feet parallel to and abutting either side of said centerline; thence continue along the survey centerline a distance of 195.8 feet to the end of said curve at centerline Station 9+54.2; thence run along the tangent centerline of said survey a distance of 223.3 feet to Station 7+30.9 for the beginning of a 10°00' curve to the right having a central angle of 30°26'; thence continue along the centerline being the arc of said curve a distance of 80.9 feet to where the right-of-way becomes 100.0 feet in width at centerline Station 6+50.0, lying 60.0 feet westerly of and 40 feet easterly of, parallel and abutting the survey centerline; thence continue southerly along the centerline being the arc of said curve a distance of 200.0 feet to where the right-of-way becomes 80.0 feet in width at centerline Station 4+50, lying 40 feet on either side of said centerline; thence continue southerly along centerline a distance of 23.4 feet to the end of said curve at centerline Station 4+26.6; thence run southerly along the tangent centerline of said survey a distance of 176.6 feet to Station 2+50 and end of said right-of-way.

ALSO: Beginning in the last described point, being Station 2+50 of said survey, turn an angle of 90°00' to the left and run a distance of 108.0 feet, more or less, to the centerline of the present Gardendale-Dogtown Road; thence run southwesterly along the centerline of said county road a distance of 150.0 feet to an intersection with the centerline of said survey at centerline station 1+45.2; thence run southwesterly along the centerline of said county road a distance of 115.0 feet, more or less, to an intersection with the northwesterly right-of-way line of Road #251 if extended to the centerline of said county road; thence run northeasterly along said right-of-way line a distance of 127.0 feet, more or less, to a point lying 40.0 feet northwesterly of and perpendicular to centerline Station 2+00; thence continue northeasterly along said right-of-way line a distance of 50.0 feet to a point lying 40.0 feet northwesterly of and perpendicular to centerline Station 2+50.0; thence turn an angle of 90°00' to the right and run southeasterly a distance of 40.0 feet to the point of beginning.

Excepted from the acreage in the above description is the right-of-way of the present county road.

This parcel is located in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama and contains 3.10 acres, more or less.

SUBJECT TO:

Reservations, restrictions and conditions set forth in Deed 6131 P 158 as recorded in the Probate Office of Jefferson County, Alabama. Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said City of Gardendale, its heirs and assigns forever; except it is expressly understood and agreed upon by both parties that in the event of a vacation, sale, release or conveyance by the City of Gardendale of those portions of the above described right-of-ways and easements which were acquired by Jefferson County with the use of public funds that Jefferson County will receive compensation for said right-of-ways and easements at the appraised value at time of said vacation, sale, release or conveyance.

Given under my hand(s) and seal(s), this _____ day of _____, 2015.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Attest:

Minute Clerk

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

Dec-17-2015-1183

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Widening of Brooklane Drive from Opal Avenue to Allison Bonnett Memorial Drive, such certified bids having been open on December 10, 2015 and listed as follows:

	Contractor	Amount Bid
1.	Chilton Contractors, Inc.	\$4,528,661.60
2.	Forestry Environmental Services	\$4,889,607.10

WHEREAS, after tabulation and certification by the Roads and Transportation staff, it has been recommended that the contract for the Widening of Brooklane Drive from Opal Avenue to Allison Bonnett Drive, be awarded to Chilton Contractors, Incorporated in the amount of \$4,528,661.60.

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

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

Dec-17-2015-1184

WHEREAS, the membership of the Jefferson County Board of Zoning Adjustment includes twelve (12) citizens of Jefferson County; and

WHEREAS, Jef Freeman, currently Vice-Chair of the Board of Zoning Adjustment, has completed his first term and wishes to serve a second term; and

WHEREAS, this appointment will be effective upon approval with the term ending December 31, 2018.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jef Freeman is hereby appointed for a second term to the Jefferson County Board of Zoning Adjustment.

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

Dec-17-2015-1185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to authorize the Chief Financial Office to prepare poll worker checks, canvassing board checks, and poll site rental checks for the March 1, 2416, Presidential Primary Election and, if necessary, the subsequent run-off election scheduled for April 12, 2016 and the General Election scheduled for November 8, 2016.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

Dec-17-2015-1186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Library Cooperative.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Library Cooperative (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to develop and promote County resources; and

WHEREAS, the County recognizes the Public Libraries of Jefferson County are resources of the County and fulfill public purposes; and

WHEREAS, the County desires to provide capital funding to the Contractee.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon the joint execution of this contract by the County and the Contractee and end September 30, 2016.

2. The County shall pay to the Contractee a total of \$137,000 within 30 days execution of this contract, such funds to be used by the Contractee solely for the following purposes:

FY2015-2016 - \$137,000

Project Proposal: Wide Area Computer Network Hardware Upgrade - \$ 78,574

Total Hardware Upgrade of JCLC IT Services and the Network Operations Center which supports over 1,000 PCs in 40 Library Locations Countywide

1. Upgrade Firewall - \$42,148

This project will replace the current Firewall which is over 10 years old with a next generation Firewall. The requested Firewall will replace Cisco model ASA5510.

This upgrade will provide greater security to the JCLC network which provides internet, wireless WiFi hotspots, computer systems access, etc. for all JCLC member libraries.

2. Upgrade Core Switch - \$16,426

This project will add an additional core switch to provide redundancy to a key component of the JCLC network infrastructure. The current backup switch does not provide the same capabilities of the production switch. The new switch will allow IT Services to restore network activity in a very short time if the main core switch fails.

3. PROJECT DESCRIPTION: Upgrade UPSs (Uninterruptible Power Supply) - \$20,000

This project has two components -

1. Replace multiple UPSs in the JCLC server room with a single primary UPS and a redundant backup.

2. Add 30 minute UPSs to remote sites that have frequent power outages This upgrade will provide a more stable power supply to the JCLC server room for the time period when a power outage begins and the time when the natural gas generator activates (10 seconds). The request will also allow us to install UPSs at select member libraries that have frequent power problems so they will not lose network connection.

4. Delivery Vehicle Replacements - \$58,426 (\$29,213 each) - Year 2 - Two Cargo Vans Replaced

This purchase will replace final two vehicles (2011) of four, FY2014-15 & FY2015-16, due to wear and tear from countywide materials deliveries. Annually the JCLC delivery service moves over 4.2 million items among 40 library locations. The JCLC online catalog provides access to 2 million items for Jefferson County citizens.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS PROHIBITED.

3. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2016 whichever shall first occur.

4. The Contractee 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 Contractee for a period of not less than three (3) years from termination of the fiscal year set out above. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these programs.

5. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual.

6. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify

that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of 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.

7. 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

Jimmie Stephens, President - Jefferson County Commission

JEFFERSON COUNTY LIBRARY COOPERATIVE

Patricia Ryan, Executive Director

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

Jefferson County Commission

Unusual Demands

12/17/2015

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001004	COMMISSION DIST 4	100193	JEFFERSON CO TREASURER	Seminar Reimbursement - Zach Brooks	89.00	137173	1593
10001004	COMMISSION DIST 4	100193	JEFFERSON CO TREASURER	Registration/Seminar Reimbursement - Zach Brooks	50.00	137177	1593
	TOTAL				139.00		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	M. ALLEN EXAMINER REIMB. MILEAGE 9/21/15	10.35	134902	1016
10001100	REVENUE	100193	JEFFERSON CO TREASURER	G. OSBURN EXAMINER-MILEAGE REIMB. 9/11/15 & 9/21	29.90	134904	1016
10001100	REVENUE	100193	JEFFERSON CO TREASURER	E. WOODIS MILEAGE REIMB. 9/22/15	15.53	134905	1016
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMBURSEMENT POSTAGE FOR TITLE REMITS 9/30/15	55.65	135529	1201
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE TITLE REMITS 8/31/15 (BROOKS)	74.68	135532	1201
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. OFFICE SUPPLY- USB CABLE HOOVER LOCATION	190.00	135533	1201
10001100	REVENUE	100193	JEFFERSON CO TREASURER	POSTAGE REIMBURSEMENT- APPS/TITLE REMIT DOC138451	78.31	138451	1842
10001100	REVENUE	100193	JEFFERSON CO TREASURER	MILEAGE REIMB. AUDITORS (LEWIS & WOODIS)DOC 138452	112.13	138452	1843
	TOTAL				566.55		
10001200	COUNTY ATTORNEY	126179	SOURCE 1 LEGAL COPY INC	INVOICE NO. 154756SO (JEFFCO V. HENDON)	945.51	139514	2003
10001200	COUNTY ATTORNEY	133099	ACTON CORPORATION	REFERENCE # 2008-001048	177.66	135473	1177
10001200	COUNTY ATTORNEY	133567	WAINWRIGHT, POPE & MCMEEKIN, PC	INVOICE NO. 2710	250.00	139512	2003
	TOTAL				1373.17		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - FORBES RECEIPT	14.31	135997	1318
	TOTAL				14.31		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BEARINGS, WATER LEVEL BRD & SHRINK WRAP	463.53	137986	1764
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A BATTERY CHARGER FOR FORESTDALE SUB ST	38.50	138210	1790
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	RENEWAL OF PLUMBING CERTIFICATION FOR 2016	100.00	138813	1890
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE IGNITION CORD FOR IGNITOR ON BOILER	35.00	139018	1918
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 4 BAGS OF SAKRETE CONCRETE FOR GSOC	15.96	139021	1918
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF TWO SPRINGS FOR BHAM JAIL	5.98	139026	1918
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	MASTER PLUMBER/GAS FITTING CERTIFICATION CARD	300.00	139028	1918
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PARTS FOR TILT SKILLET FOR BESS JAIL	116.38	139106	1927
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	GLASS DOOR FOR TAX MAPPING BESSEMER	56.00	139110	1927
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	CIRCUIT BOARD TO REPAIR MEAT SLICER AT BHAM JAIL	498.75	139339	1959
	TOTAL				1630.10		
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASE TWO BOTTLES OF THREAD LOCKER - GSOC ELECT	47.98	139288	1948
	TOTAL				47.98		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART RECEIPT FOR BESSEMER JAIL	34.06	137530	1662
	TOTAL				34.06		
10004200	YOUTH DETN ADMIN	100193	JEFFERSON CO TREASURER	Shower Shoes & Christmas Decorations for Residents	138.24	138229	1794
10004200	YOUTH DETN ADMIN	100193	JEFFERSON CO TREASURER	Food/Supplies for Residents	267.00	139522	2004
	TOTAL				405.24		
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Shower Shoes & Christmas Decorations for Residents	138.24	138229	1794
10004210	YOUTH DET CUSTODY	100193	JEFFERSON CO TREASURER	Food/Supplies for Residents	267.00	139522	2004
	TOTAL				405.24		
10004400	INSPECTION SERVICES	133464	J & L CONTRACTING	REFUND - CONTRACTOR NOT DOING JOB.	405.00	135867	1299
	TOTAL				405.00		
10006000	HUMAN RESC ADMIN	103644	TONYA DAWSON	REIMBURSE TONYA DAWSON-2015 IPAC CONFERENCE	107.40	134445	853
10006000	HUMAN RESC ADMIN	106075	OLUKEMI NIYILADIPO	TRAVEL REIMBURSEMENT-MUNIS CONF ATLANTA GA MAY3-6	120.98	134446	854
10006000	HUMAN RESC ADMIN	106118	KARISA MORRIS	REIMB. TRVL -SIOP 2015-PHILADELPHIA, PA. KARISA	153.71	134443	852
10006000	HUMAN RESC ADMIN	133269	ERIN MASS	REIMBURSE ERIN MAAS-2015 IPAC CONF ATLANTA GA 7/22	105.40	134453	856
	TOTAL				487.49		
10006311	FAMILY COURT INTAKE	100193	JEFFERSON CO TREASURER	Lunch for JDAI	114.49	137210	1600
	TOTAL				114.49		
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Al. Youth Council - Veronica Johnson	58.00	137191	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Al. Youth Council/Rodney Reese	60.00	137193	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Al Youth Council - Harold Dickinson	58.00	137194	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Sex Trafficking Training/Carrie Hill	30.00	137196	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Al. Youth Council/Gwen Reasor	56.00	137197	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Training Registration/Karla Williams	40.00	137198	1600
10006313	FAMILY COURT PRGRMS	100193	JEFFERSON CO TREASURER	Parking Domestic Violence Training/Beth Cardwell	3.50	137199	1600
	TOTAL				305.50		
10006314	FC CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	HP ink cartridge/Cashier's Office	45.99	137200	1600
	TOTAL				45.99		
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	BUNGEE CORD,TUB, CERTIFIED MAIL, KEY, CRATE	49.24	138349	1820
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	LAGSCREWS, FLATWASHERS & NYLON SLING - BRIDGE DIVS	251.44	139073	1925
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	LOCKING PLIERS, PLIER SET, LIGHT BULBS	215.71	139301	1953
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	ENGINEERING RULERS & SCALES	166.80	139725	2038
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	KEYLESS REMOTE CASE, LED DASH LIGHT	59.98	139729	2039
	TOTAL				743.17		
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	1 STAMP, FENCE PARTS - CAMP KETONA	183.15	138565	1857
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	LOCKING PLIERS, PLIER SET, LIGHT BULBS	215.71	139301	1953

21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	BATTERIES, AIR BOTTLE JACK	99.86	139448	1982
TOTAL					498.72		
60407100	ESD GEN ADMIN	100193	JEFFERSON CO TREASURER	Refund for Denise Shelton for ROW payment	100.00	137195	1601
TOTAL					100.00		
60407211	SEWER SURVEY	100193	JEFFERSON CO TREASURER	APELS LICENSE RENEWAL	100.00	138330	1812
60407211	SEWER SURVEY	100193	JEFFERSON CO TREASURER	APELS LICENSE RENEWAL	100.00	138333	1814
TOTAL					200.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	LEAD;RUST STAIN;NUTS;EPOXY;COPPER ADAPTER;	216.38	139603	2023
TOTAL					216.38		
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	DIAMOND SAW BLADE, WET/DRY,	106.12	136176	1367
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	TOILET BOWL FOR LADIES RESTROOM AT VILLAGE LINE MA	143.59	138353	1821
60407252	VILLAGE CK LINE MAINT	100193	JEFFERSON CO TREASURER	12" SEAL FOR LADIES TOILET AT VILLAGE LINE MAINT.	12.98	138361	1824
TOTAL					262.69		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	wrench, timing belt, auger, parts holder, paint	160.70	137788	1710
TOTAL					160.70		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Sample jugs for laboratory	108.00	138999	1913
TOTAL					108.00		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	IAEI MEMBERSHIP(LeDERIAN);AB COIL;	359.40	139484	1987
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	PEST TRAPS;LABELS;DEFROST;CEC COURSE;HTR COIL;BULB	391.79	139486	1989
TOTAL					751.19		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	CDL Renewal for Dennis Hall	30.00	138760	1884
TOTAL					30.00		
70101750	PERSONNEL BD TESTING	127791	JUDY MANNING	Assessor Reimbursement - Judy Manning	253.80	138324	1810
70101750	PERSONNEL BD TESTING	133527	ANDY FULTZ	Assessor Reimbursement - Andy Fultz	476.90	138325	1810
70101750	PERSONNEL BD TESTING	133549	MARK MOODY	Assessor Reimbursement - Mark Moody	429.75	138326	1810
70101750	PERSONNEL BD TESTING	133550	DAVID HUGHES	Assessor Reimbursement - David Hughes	204.00	138327	1810
TOTAL					1364.45		
70204500	EMA	128974	CALERA FIRE DEPARTMENT	PAYMENT TO CALERA FOR GRANT APPROVED PURCHASES	3369.00	139382	1965
TOTAL					3369.00		
GRAND TOTAL					\$ 13,778.42		

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

Dec-17-2015-1187

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to approve Endorsement #010 - Amendatory Endorsement with Lexington Insurance Company to modify Property & Casualty, Boiler & Vessel insurance policy to include coverage for the property located 1308 Tuscaloosa Avenue, SW, Birmingham, AL 35211 - West End Medical Center for a period of one year in the amount of \$644.62.

ENDORSEMENT #010

This endorsement, effective 12:01 AM 10/01 /2015

Forms a part of policy no.: 01 21 16497

Issued to: JEFFERSON COUNTY COMMISSION

By: LEXINGTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

In consideration of an additional premium of \$627, it is understood and agreed that the following location shall hereby be made a part of this policy.

Location:

1308 Tuscaloosa Ave. SW

Birmingham, AL 3521 1

Building: \$2,128,363

Contents: \$150,000

Total Insurable Value: \$2,278,363

All other terms and conditions of the Policy remain the same.

_____, Authorized Representative

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

Dec-17-2015-1188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates to provide professional services regarding financial assurance costs for the active solid waste disposal facilities for FY 2015-2016 in the amount of \$11,600.

AGREEMENT TO PROVIDE
ENGINEERING SERVICES FOR THE JEFFERSON COUNTY
LANDFILLS FINANCIAL ASSURANCE DETERMINATION,
FY 2014/2015

This AGREEMENT made this day of , 2015 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, 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 consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2014/2015.

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 Jefferson County Commission and shall ascertain the written practices of the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

Section -1 - Obligation of CONSULTANT to COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal year 2014/2015. The engineering, reporting, and administrative tasks will consist of the following activities:

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30th 2015.
2. The CONSULTANT will incorporate Santek Environmental's data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

Section 2 - Obligation of the COUNTY to the CONSULTANT:

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project.
2. The COUNTY agrees that the format used for the FY2012-2013 Financial Assurance Report is acceptable.
3. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.
4. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.
5. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

Section 3 - Conferences and Visits to Site:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Section 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
2. Provided that the data furnished by others is done so in a timely manner and is in a readily usable format, CONSULTANT will complete the scope of work as outlined in this AGREEMENT within sixty (60) days, exclusive of County review time, after receipt of the year's data.
3. In case the COUNTY deems it 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.

ARTICLE III - PAYMENT

Section 1 - Payment:

1. For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows.

2. For the work contemplated under Article I. Section 1, compensation will be based on a Lump Sum contract amount of Eleven Thousand Six Hundred Dollars, (\$11,600.00) as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Total Contract Amount \$11,600.00

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform this contract based on a sixty (60) day timeframe. The contract amount will not be exceeded except by formal amendment to this AGREEMENT..

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2 - Final Payment as a Release:

1. 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 relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1 - Changes of Work:

1. 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 their AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. 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.

2. 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 proportionate basis.

Section 2 - Ownership of Engineering Documents:

1. 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 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 Jefferson County Chief Finance Officer.

Section 3 - Consultant's Endorsement:

1. The CONSULTANT shall endorse the original title or cover sheet of all reports, maps and other 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 ten (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 amend its project 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) day's written notice 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 the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER 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 the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER 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 OWNER 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 OWNER 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 OWNER.

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 OWNER 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 complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.

3. Upon receipt of notice from the OWNER 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 OWNER 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 OWNER by the Consultant.

Section 7 - Controversy:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer in the matter shall be final and conclusive for both parties.

Section 8 - Responsibility for Claims and Liability:

1. The 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.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon 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 breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement.

3. The 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.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability	\$300,000.00
Workers Compensation	Statutory
Professional Liability Insurance	\$1,000,000.00 each claim

4. 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:

1. The CONSULTANT shall comply with the provisions 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.

Section 10 - Subletting, Assignment or Transfer:

1. There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void. 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, sublet 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, in full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employment of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

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, employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission 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:

1. 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 of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor 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 their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree 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 lease 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 provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4.

b. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, 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 regulations relative to nondiscrimination on the grounds of race, color, or national origin.

c. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with any 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 the 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 in the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15 - STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

Section 1 - Executory Clause:

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

1. 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 that purpose.
2. 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 by reason hereof, and then 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 Jefferson County, Alabama, 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, ENGINEERING SERVICE ASSOCIATES, INC. on the day of 2015, and the COUNTY on the day of 2015.

ENGINEERING SERVICE ASSOCIATES, INC.

Dale E. Story, P.E. - Chief Engineer

RECOMMENDED:

George Tablack, Chief Finance Officer, Jefferson County

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

James A Stephens, President - Jefferson County Commission

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

Dec-17-2015-1189

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

FOR WEEK OF 11/24/15 – 11/30/15

1. JEFFERSON COUNTY DEPARTMENTS FROM AMERICAN PROMO TO RENEW BID FOR T-SHIRTS WITH COUNTY LOGO FOR THE PERIOD OF 1/23/16 – 1/22/17. SECOND YEAR RENEWAL REFERENCE BID # 9-15

FOR WEEK OF 12/1/15 - 12/7/25

1. SHERIFF'S DEPARTMENT FROM GEOFEEDIA, TEMPE, AZ, TO AWARD BID FOR DOCUMENT SCANNERS TO INSIGHT PUBLIC SECTOR FOR THE CONTRACT PERIOD 12/3/15 TO 12/2/16. TO BE PURCHASED AS NEEDED. REFERENCE BID # 6-16
2. FAMILY COURT FROM INSIGHT PUBLIC SECTOR, TEMPE, AZ, TO AWARD BID FOR DOCUMENT SCANNERS TO INSIGHT PUBLIC SECTOR FOR THE CONTRACT PERIOD 12/3/15 TO 12/2/16. TO BE PURCHASED AS NEEDED. REFERENCE BID # 6-16
3. COOPER GREEN MERCY HEALTH CENTER AND PACA MEMBERS FROM BO BARKER COMPANY, FUQUAY, NC, TO RENEW BID FOR DISPOSABLE PILLOWS FOR THE CONTRACT PERIOD OF 1/22/16 TO 1/21/2017. TO BE PURCHASED AS NEEDED. REFERENCE BID # 28-15
4. ROADS & TRANSPORTATION HWY MAINT FROM HELENA CHEMICAL, SELMA, AL, TO AWARD BID FOR HERBICIDES

FOR THE PERIOD OF 10/01/15 TO 9/30/16. TO BE PURCHASED AS NEEDED. REFERENCE BID # 29-15

5. GENERAL SERVICES FROM AMERICAN FACILITIES SERVICES, ALPHARETTA, GA, TO EXTEND BID AWARD NOT TO EXCEED 120 DAYS FROM 12/31/2015, TO PERFORM CUSTODIAL SERVICES FOR GROUP "A" PENDING AWARD OF ITB 127-15 AND CONTRACT APPROVAL. REFERENCE BID # 23-13/127-15

6. GENERAL SERVICES FROM SOUTHERN BUILDING MAINTENANCE, TO EXTEND BID AWARD NOT TO EXCEED 120 DAYS FROM 12/31/2015, TO PERFORM CUSTODIAL SERVICES FOR GROUP "B" AND "C", PENDING AWARD OF ITB 127-15 AND CONTRACT APPROVAL. REFERENCE BID # 23-13/127-15

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

Dec-17-2015-1190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/24/15 - 11/30/15 and 12/1/15 - 12/7/15, BE AND HEREBY IS APPROVED.

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

Dec-17-2015-1191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Department of Revenue is authorized to establish an operating bank account with BBVA Compass Bank and that the Director of Revenue is authorized to complete the corresponding signature cards and acknowledgment forms.

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

STAFF DEVELOPMENT

Multiple Staff Development

County Manager	
Dan Biles	\$407.74
Tony Petelos	\$407.74
George Tablack	\$407.74
ACCMA Winter Conference	
Prattville, AL – January 27-29, 2016	

Information Technology	
Charles Elliott	\$1,220.13
Kevin Garland	\$1,220.13
Vmware Sphere	
Atlanta, GA – January 3-8, 2016	

Individual Staff Development

Board of Equalization	
Keith Fravert	\$933.12
Advanced Appraisal Concept	
Montgomery, AL – December 7-11, 2015	

County Attorney	
Theo Lawson	\$430.00
CLE Seminar	
Orange Beach, AL – September 24-26, 2015	
Allison Gault	\$329.00

CLE Seminar
Birmingham, AL – October 23, 2105

Roads and Transportation
Bobby Black and Steve Akers \$1,190.00
ACI
Birmingham, AL – November 9-10, 2015

Tax Assessor - Bessemer
Charles Winston \$952.06
Intro to Property Tax Administration
Auburn, AL – January 19-22, 2016

Tax Collector - Bessemer
Grover Dunn \$1,251.65
AATA Winter Conference
Mobile, AL – January 31 – February 4, 2016

For Information Only

Sheriff's Office
William Pharr \$1,411.50
Explosive Handlers
Byhalia, MS – January 10-16, 2016

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

Dec-17-2015-1192

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Dasher Technologies, Inc. to provide Trend Micro Office Scan Endpoint advanced software for protection of County computers for the period December 1, 2015 - November 30, 2016 in the amount of \$21,375.

CONTRACT NO.: 00007543

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of December 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dasher Technologies, hereinafter referred to as the "Contractor" to provide Trend Micro Enterprise Security Licenses and Support for Office Scan Endpoint Advanced Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00007543. The original contract between the parties referenced above, was approved by the Commission on August 13, 2015, MB 168, Page 380- 382.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 12/01/2015 to 11/30/2016

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$21,375.00

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

JEFFERSON COUNTY COMMISSION

DASHER TECHNOLOGIES

James Stephens, President

Authorized Representative

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

Dec-17-2015-1193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Network America to provide additional software license and for LanDesk service desk for the period December 1, 2015 - November 30, 2016 in the amount of \$9,363.84.

CONTRACT NO.: 00007546

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of December 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Network America, hereinafter referred to as the "Contractor" to provide software licenses and maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00007546. The original contract between the parties referenced above, was approved by the Commission on August 27, 2015, MB 168, Page(s) 461-463.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$9,363.84

AUTHORIZATION TO PERFORM WORK: 12/01/2015 - 11/30/2016

All other terms and conditions of the original contract and Amendment 1 remains the same.

JEFFERSON COUNTY COMMISSION

Network America

James A. Stephens, President

Authorized Representative

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

Dec-17-2015-1194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Work and Order Form between Jefferson County, Alabama and Kronos, Inc. to upgrade JC's Workforce Central solution from v6.0 to v8.0 in the amount of \$57,910.

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

Dec-17-2015-1195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Work and Order Form between Jefferson County, Alabama and Kronos, Inc. to provide a 5-day onsite team training for Workforce Central v8 upgrade in the amount of \$30,325.

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

Dec-17-2015-1196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Imaging Business Machines, LLC to provide document scanning services for

various department for the period November 1, 2015 - October 30, 2016 in an amount not to exceed \$1,000,000.

CONTRACT NO. 00006729

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of November 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Imaging Business Machines. LLC, hereinafter referred to as the "Contractor" to provide Document Scanning Service.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Commission on November 20, 2014; minute book 167, pages(s) 278-280, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Contract term November 1, 2015 through October 31, 2016.

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

JEFFERSON COUNTY COMMISSION

Imaging Business Machines, LLC

Jimmie Stephens, President

Authorized Representative

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

Dec-17-2015-1197

Whereas, Jefferson County (the "County") sponsors The General Retirement System for Employees of Jefferson County ("GRS"), which is administered by the Pension Board; and

Whereas, for the purpose of amending and restating The General Retirement System for Employees of Jefferson County (Section 401 (a) Plan Document) (the "401 (a) Plan") in order to submit the 401(a) Plan document to the Internal Revenue Service ("IRS") to request a determination letter regarding the qualified status of the 401 (a) Plan; and

Whereas, the changes to the Plan. were to (i) incorporate Act No. 2015-211, (ii) change "Pension Coordinator" to "Pension Director", (iii) add an electronic notice as a means for providing notification of the annual meeting of the Members in addition to written notice, and (iv) add a defined term "Spouse"; and

Whereas, the Commission, as a sponsor of the GRS, now desires to formally approve and adopt the restated 401 (a) Plan attached hereto as Exhibit A. (on file in the Minute Clerk's Office)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in order to fully carry out the intent and effectuate the purposes of these resolutions, the President of the Commission shall execute the restated 401 (a) Plan on behalf of the County; and he shall take all such further actions and execute and deliver any and all agreements, instruments, documents, and amendments relating thereto in the name and on behalf of the Commission, which in his judgement shall be necessary, proper, or advisable.

BE IT FURTHER RESOLVED that a copy of the restated 401 (a) Plan shall be placed with the permanent records of the Commission.

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

Dec-17-2015-1198

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

Dec-17-2015-1198

WHEREAS, Jefferson County, AL is the lien holder for the property located at 1055 10th Street, Pleasant Grove, AL and 6622 M. L. King Drive, Fairfield, AL; and

WHEREAS, Jefferson County, AL is required to pay the property taxes on the property; and

WHEREAS, the property tax is due December 31, 2015.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department is hereby authorized to pay the tax lien for the following properties.

- 1055 10th Street, Pleasant Grove (Parcel ID #30.00.08.3.003.009.000)
- 6622 M. L. King Drive, Fairfield (Parcel ID #30.00.13.3.001.009.000)

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Brown, Bowman, Carrington, Knight 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, January 7, 2016.

President

ATTEST

Minute Clerk