

STATE OF ALABAMA)

JEFFERSON COUNTY) April 21, 2016

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

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of April 7, 2016, be approved. Voting "Aye" Carrington Brown and Stephens.

The Commission met in Work Session on April 19, 2016, and approved the following items to be placed on the April 21, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 11 and one additional item.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 12.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 27.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 and 2 plus one additional item.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 25.

Apr-21-2016-292

Whereas The Jefferson County Office of Senior Citizen Services (OSCS), a department of the Jefferson County Commission supports senior adults through an array of programs and annually host the Ms. Senior Jefferson County Pageant for ladies who live in Jefferson County and have reached the age of 60 years old; and

Whereas the first place contestant will move forward the the Ms. Senior Alabama and possibly the Ms. Senior America pageants and help in sustaining the viability of these contestants; and

Whereas the Office of Senior Citizen Services host an annual Senior Picnic; and

Whereas Commissioner George Bowman recommends funding in the amount of \$500 (\$250 for the Pageant and \$250 for the Picnic) from the District One Community Grant Funds; and

Whereas Commissioner Sandra Little-Brown recommends funding in the amount of \$250 from the District Two Community Grant Funds for the Ms. Senior Jefferson County.

Now Therefore Be It Resolved, by the Jefferson County Commission that the Chief Financial Officer is hereby given the authority to transfer \$500 from District One and \$250 from District Two Community Grant Funds to the Office of Senior Citizen Services to provide expenses associated with the Ms. Senior Jefferson County Pageant and Picnic.

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

Apr-21-2016-293

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., in the amount of \$5,000 to use public funds to purchase course material (\$4,800); office supplies (\$100); and transportation (\$110).

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 \$5,000.00; 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 course material (\$4,800); office supplies (\$100); and transportation (\$110); and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2017.
2. The County shall pay to Alabama STEM a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Alabama STEM shall use the public funds to purchase course material (\$4,800); office supplies (\$100); and transportation (\$110).

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 and to the Office of Commissioner George Bowman 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. The Alabama STEM representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The 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 or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Alabama STEM, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Alabama STEM Education, Inc.

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

Apr-21-2016-294

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 Birmingham Board of Education to assist in funding Epic Elementary School with its Epic Elementary Summer Enrichment Program in the amount of \$3,000

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, the Birmingham Board of Education ("Birmingham BOE"), applied for a grant of funds for \$3,000.00; and

WHEREAS, Birmingham BOE is a tax exempt non-profit educational institution which seeks to assist Epic Elementary School with its Epic Elementary Summer Enrichment Program, which includes a trip out of state to visit a designated historical site, teaching strategic thinking skills, and a visual and dramatic arts program; and

WHEREAS, Birmingham BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$3,000.00 to Birmingham BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on March 31, 2017.
2. The County shall pay to Birmingham BOE a lump sum payment of \$3,000.00 upon execution of this agreement.
3. Birmingham BOE shall use the public funds to assist Epic Elementary School with its Epic Elementary Summer Enrichment Program, including a trip out of state to visit a designated historical site, teaching strategic thinking skills, and a visual and dramatic arts program.

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

4. Birmingham BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2017, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Apr-21-2016-295

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 AAU of the United States Alabama Cavaliers Sophomore Division to use the public funds to assist in funding the AAU of the US Alabama with off-set of entry fees for participants who live in Jefferson County for the AAU Boys Basketball Super Showcase which will be held July 20 - 24, 2016, in Orlando, Florida.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, AAU of the United States Alabama Cavaliers Sophomore Division ("AAU of the US Alabama"), a youth sports league that helps young men benefit from life experiences through sports to help them build leadership and team skills, has applied for a grant of funds for \$5,000.00; and

WHEREAS, AAU of the US Alabama is a 501(c)(3) organization which seeks assistance in funding the AAU of the US Alabama with off-set of entry fees for participants who live in Jefferson County for the AAU Boys Basketball Super Showcase which will be held July 20 - 24, 2016, in Orlando, Florida; and

WHEREAS, AAU of the US Alabama meets the eligibility requirements of the Program; and

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2017.
2. The County shall pay to AAU of the US Alabama a lump sum payment of \$5,000.00 upon execution of this agreement.
3. AAU of the US Alabama shall use the public funds to assist in funding the AAU of the US Alabama with off-set of entry fees for participants who live in Jefferson County for the AAU Boys Basketball Super Showcase which will be held July 20 - 24, 2016, in Orlando, Florida.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

AAU of the United States Alabama Cavaliers Sophomore Division

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

Apr-21-2016-296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Village Creek Human and Environmental Justice Society, Inc. to use the public funds to assist in organizing a three day event on September 15-17, 2016, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Village Creek Human and Environmental Justice Society, Inc. ("Village Creek"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Village Creek is a 501(c)(3) organization which seeks to organize a three day event on September 15-17, 2016, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek; and

WHEREAS, Village Creek meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$2,500.00 to Village Creek and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on April 30, 2017.
2. The County shall pay to Village Creek a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Village Creek shall use the public funds to assist in organizing a three day event on September 15-17, 2016, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek.

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

4. Village Creek shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Bowman 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. Village Creek 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 Village Creek, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly

authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

VILLAGE CREEK HUMAN AND ENVIRONMENTAL JUSTICE SOCIETY, INC.

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

Apr-21-2016-297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C. to provide in-patient healthcare services for FY2015-2016 in the amount of \$14,750,000.

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

Apr-21-2016-298

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and the University of Alabama Health Services Foundation, P.C. and The University of Alabama Ophthalmology Services Foundation to provide physician services of Cardiology, Neurology, Rheumatology, ENT, Nephrology, Dermatology, Pain Management, Urology and Ophthalmology for the period February 1, 2016 - January 31, 2017 in the amount of \$2,400,000.

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

Apr-21-2016-299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (TASC) to provide mental health and substance abuse services for Jefferson County residents involved in the criminal justice system within the following programs: (1) Mental Health Court in the Birmingham and Bessemer divisions; (2) Drug Court in the Birmingham and Bessemer divisions; (3) Veterans Court in the Birmingham Division; (4) on site drug testing collection and analysis in the Birmingham and Bessemer divisions; (5) Family Drug Court in the Birmingham and Bessemer Divisions. FY2015-2016 in the amount of \$1,261,000 (\$1,161,000 from Indigent Care Fund/\$100,000 from the General Fund.

AGREEMENT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor".

The effective date of this agreement shall be October 1, 2015.

WHEREAS, the County desires to contract for Mental Health Court services, Drug Court services, Veterans Court services ,Family Drug Court services and drug testing services, WHEREAS, the Contractor desires to furnish said services to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:
Provide mental health and substance abuse services for Jefferson County residents involved in the criminal justice system within the

following programs: (1) Mental Health Court in the Birmingham and Bessemer divisions; (2) Drug Court in the Birmingham and Bessemer divisions; (3) Veterans Court in the Birmingham Division; (4) on site drug testing collection and analysis in the Birmingham and Bessemer divisions; (5) Family Drug Court in the Birmingham and Bessemer Divisions. . The contractor will determine the indigence status of participants using criteria utilized by Cooper Green Mercy Health Services. The contractor will maintain and make available, if requested, summary or individual data on all participants. The contractor will maintain descriptive statistics on activities performed and individuals served for a period of three years. The contractor will provide a detailed report describing the use of funds and program benefits no later than 60 days following September 30, 2016.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the County beginning on October 1, 2015. The completion date of all services under this Contract is September 30, 2016.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract at a rate of \$1,500 for each individual served. The amount payable under this contract will not exceed the maximum amount of \$1,161,000 from the Indigent Care Fund and \$100,000 from the General Fund. Requests for payments will be paid by the Finance Department upon receipt of invoice.

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

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.

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

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of /TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

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

12. LIABILITY:

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

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1 § 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. 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:

Jefferson County Finance Department
716 Richard Arrington Blvd. North
Birmingham, AL 35203

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

15. INSURANCE: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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

19. RECORDS AND REPORTS: Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the SUB-RECIPIENT for a period of four (4) years from the termination or completion of this Agreement

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

Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham
Richard B. Marchase, Ph.D
VP for Research & Economic Development

JEFFERSON COUNTY, ALABAMA
Jimmie 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 and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and American Facility Services, Inc. to provide janitorial services for Group A to include basis cleaning, cost of supplies, two porters with additional services for carpet and compositions floor cleaning for a period of three (3) years in the amount of \$429,110.25 annually.

CONTRACT NO. 00008290

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and American Facility Service Inc. located 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission approval.

WHEREAS, the County desires to contract for Janitorial Services for the General Service Department, hereinafter called GROUP A "Downtown County Courthouse, North Annex, Bridge and Parking Deck, 2121 Building, Domestic Relations Courts, Birmingham Criminal Justice Center, Public Safety Center, and the Tom Gloor Building" and

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

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

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

SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation To Bid (ITB) 127115 dated September 16, 2015, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Service Department. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Basic Cleaning (Group A - 681,017) square feet
- Cost for Supplies (Group A - 681,017)
- Porter Services of two (2) Staff
- Additional Services for Carpet Shampooing/Extraction
- Additional Services for Composition Floors Stripped & Sealed, I.E. VCT, Terrazzo, ECT.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional Janitorial Services to the Jefferson County Facilities listed at any time after the effective date of this contract. The completion date of all services under this Contract is 36 months from the effective date.

COMPENSATION: The Contractor shall be compensated for services a monthly fee for the performance of the Basic Services in an amount equal to the price quoted in their ITB response on a per month basis for each square foot of Cleanable Area for which the Contractor is required to perform. In the event the Cleanable Area is increased or decreased, the monthly fee shall be increased or decreased in a corresponding manner by the amount quoted per square foot. To the extent any change in the Cleanable Area occurs on any day other than the first day of the month, the Basic Fee shall be adjusted on a pro rata basis for that month based upon the number of days remaining in the month. Jefferson County will provide notice to the contractor in the event of a change in the cleanable area.

- I. Everyday Cleaning Group A (681,017 square footage)
 - a. Per Sq. Ft. \$0.0384
 - b. Monthly \$26,151.05
 - c. Annually \$313,812.62
 - d. Carpet Shampoo/Extraction \$0.10 (Per Sq. Ft.)
 - e. Composition Floors (Stripped and Sealed) \$0.12 Per Sq. Ft.)
 - II. Cost For Supplies (681,017 square footage)
 - a. Per Sq. Ft. \$0.008
 - b. Monthly \$5,448.13
 - c. Annually \$65,377.63
 - III. Porter Services of Two (2) Staff
 - a. Monthly \$4,160.00
 - b. Annually \$49,920.00
- Annually Total (Items I - III) \$429,110.25/YR

PAYMENT TERMS: NET 30 Upon Receipt of Invoice

INVOICING: All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to-Department name and address. In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to:

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

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

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

INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

TERMINATION OF CONTRACT: This contract may be terminated by 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 for damages sustained by virtue of a breach by the Contractor.

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

HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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 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 Integrator, 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 company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

amended agreement will be executed.

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

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

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

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

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

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

Authorized Representative (American Facility Services Inc.)

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 and Stephens.

Apr-21-2016-301

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Patirck McKinney, Inc. d/b/a Complete Janitorial to provide custodial services for Group B & C to include basic cleaning, cost of supplies, two porters for each group with additional services for carpet and composition floor cleaning for three (3) years in the amount of \$266,643.24.

CONTRACT N0. 00008291

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Complete Janitorial Service, located at P.O Box 753, Fultondale, AL 35068 hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission approval.

WHEREAS, the County desires to contract for Janitorial Services for the General Service Department, hereinafter called GROUP 'B'

"Bessemer Annex and Courthouse, Bessemer Justice Center, Bessemer Sheriff's Office, and GROUP 'C' Center Point Multi-Services Facility, Family Court/Youth Detention, Hoover Multi-Services Facility, Fleet Management Vanderbilt Complex and The Sheriff's Sub-Stations at Forestdale, Cahaba Heights, Mount Olive, and McCalla"; and

WHEREAS, the Contractor desires to furnish said professional services to the County/

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

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

SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid (ITB) 127-15 dated September 16, 2015, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Service Department. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Basic Cleaning (Group B -203,153) and (Group C -113,045) square feet
- Cost for Supplies (Group B - 203,153) and (Group C- 113,045) square feet
- Porter Services of two (2) Staff per each group
- Additional Services for Carpet Shampooing/Extraction
- Additional Services for Composition Floors Stripped & Sealed, I.E. VCT, Terrazzo, ECT.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional Janitorial Services to the Jefferson County Facilities listed at any time after the effective date of this contract. The completion date of all services under this Contract is 36 months from the effective date.

COMPENSATION: The Contractor shall be compensated for services a monthly fee for the performance of the Basic Services in an amount equal to the price quoted in their ITB response on a per month basis for each square foot of Cleanable Area for which the Contractor is required to perform. In the event the Cleanable Area is increased or decreased, the monthly fee shall be increased or decreased in a corresponding manner by the amount quoted per square foot. To the extent any change in the Cleanable Area occurs on any day other than the first day of the month, the Basic Fee shall be adjusted on a pro rata basis for that month based upon the number of days remaining in the month. Jefferson County will provide notice to the contractor in the event of a change in the cleanable area.

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

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

INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

TERMINATION OF CONTRACT: This contract may be terminated by 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 for damages sustained by virtue of a breach by the Contractor.

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

HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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 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 Integrator, 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 company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

ASSIGNMENT No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County.

Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

Authorized Representative - Complete Janitorial Service

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 and Stephens.

Apr-21-2016-302

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

Municipal Elections Services Agreement with City of Trussville for the election to be held on August 23, 2015 and the run-off election to be held on October 4, 2016 (if required). This is a revenue generating agreement in the amount of \$6,121 for the initial election.

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

Apr-21-2016-303

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Pathways (HESG15-OP-PW) for an amount not to exceed \$15,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Pathways (HESG15-OP-PW) for an amount not to exceed Fifteen Thousand and no/100 Dollars (\$15,000.00). This agreement is from Program Year 2015 federal funds.

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

Apr-21-2016-304

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA-Family Violence Center (HESG15-OP-ES-RR-YFV) for an amount not to exceed \$25,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA-Family Violence Center (HESG15-OP-ES-RR-YFV) for an amount not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00). This agreement is from Program Year 2015 federal funds.

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

Apr-21-2016-305

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of

Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA-Interfaith (HESG15-OP-YINT / HESG15-ES-YINT) for an amount not to exceed \$38,411.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA-Interfaith (HESG15-OP-YINT / HESG15-ES-YINT) for and amount not to exceed Thirty-Eight Thousand Four Hundred Eleven and no/100 Dollars (\$38,411.00). This agreement is from Program Year 2015 federal funds.

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

Apr-21-2016-306

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with First Light (HESG15-OP-FL) for an amount not to exceed \$15,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and First Light (HESG15-OP-FL) for an amount not to exceed Fifteen Thousand and no/100 Dollars (\$15,000.00). This agreement is from Program Year 2015 federal funds.

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

Apr-21-2016-307

WHEREAS, Congress has appropriated funds for the Emergency solutions Grant Program for fiscal year 2015; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, The Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HESG15-HMIS-OR) for an amount not to exceed \$8,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (HESG15-HMIS-OR) for an amount not to exceed Eight Thousand and no/100 Dollars (\$8,000.00). This agreement is from Program Year 2015 federal funds.

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

Apr-21-2016-308

Whereas, Congress has appropriated funds for the Emergency Solutions Grants Program for fiscal year 2015; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG programs. YWCA-Interfaith (HESG15-OP-YINT/HESG15-ES-YINT)

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

Apr-21-2016-309

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG program: First Light, Inc. (HESG15-OP-FL)

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

Apr-21-2016-310

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2015; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban and Development under the Emergency Solutions Grant Program (ESG); and

WHEREAS, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction 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 Jefferson Count, AL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to section 58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG program: YWCA-Family Violence Center (HESG15-OP-ES-RR-YFV)

Apr-21-2016-311

Whereas, Congress has appropriated funds for the Emergency Solutions Grants Program for fiscal year 2014; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

Whereas, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG program: Pathways (HESG15-OP-PW)

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

Apr-21-2016-312

Whereas, Congress has appropriated funds for the Emergency Solutions Grants Program for fiscal year 2015; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG programs: One Roof (HESG15-HMIS-OR)

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

Apr-21-2016-313

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #8 to the agreement between Jefferson County, Alabama and Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03, T U02-WHL). This amendment shall extend the time of the agreement 117 days and add additional construction observation to the agreement. The cost associated with this amendment shall be \$5,200. The new completion date shall be July 27, 2016. The total cost associated with the agreement shall be \$67,000. All other terms and conditions of the original contract remains the same. This project is funded with Federal CDBG funds.

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

Apr-21-2016-314

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #8 and Amendment #7 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose Of Change Order #8 and amendment #7 is to extend the time for 90 days and change the scope to include mobilization, 18" RCP 40 linear feet, sloped paved

headwall, clearing, stone backfill, wattles, silk fence rip-rap and grading. The cost associated with the change order and amendment shall be \$39,300. The total cost associated with the contract shall be \$506,435. The new completion date shall be July 27, 2016. All other conditions and terms shall remain the same. This project is funded by federal CDBG funds.

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

Apr-21-2016-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of a sanitary sewer easement located within Fairhaven Methodist Homes property – in the City of Birmingham. The sewer line within the easement has been abandoned and relocated.

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 Methodist Home For The Aging, An Alabama no-profit 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, quitclaim and convey to the said Methodist Home For The Aging, all its right, title, interest, and claim in the following described real estate, to wit:

Part of that certain Sanitary Sewer Easement conveyed to Jefferson County, Alabama as recorded in Instrument No. 200206/5983 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 27, Township 17 South, Range 2 West; thence in an Easterly direction along the South line of said 1/4-1/4 section a distance of 383.39 feet to a point at the intersection of said 1/4-1/4 line and the Northwest Right-of-Way line of Montclair Road; thence 28°05'42" to the left in a Northeasterly direction along said right-of-way line a distance of 956.59 feet to a point at the intersection of said right-of-way line and an existing Sanitary Sewer Line (Line S-1, Fairhaven - Jefferson County Sanitary Sewer No. 9-40003); thence 158°36'43" to the left in a Southwesterly direction (leaving said right-of-way line) a distance of 281.27 feet to a point; thence 21°39'19" to the left in a Southwesterly direction a distance of 103.89 feet to a point; thence 3°05'38" to the left in a Southwesterly direction a distance of 255.55 feet: thence 87°02'09" to the right in a Northwesterly direction a distance of 10 feet to the POINT OF BEGINNING of the centerline of the Sanitary Sewer Easement described herein, said easement being 20 feet in width, lying 10 feet on each side of the following described centerline; thence continue Northwesterly along the last described course a distance of 154.83 feet to a point; thence 77°00'46" to the left in a Southwesterly direction a distance of 24.66 feet to a point; thence 22°33'19" to the right in a Westerly direction a distance of 15.14 feet to the Point of Ending of the centerline of the easement to be vacated.

Less and except any portion lying within the Sanitary Sewer Easements described in Instrument No.200206/5982 and Bk: LR201514 Pg:9223; both being recorded in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said, Methodist Home For the Aging, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 21st day of April, 2016.

JEFFERSON COUNTY, ALABAMA
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 and Stephens.

Apr-21-2016-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads

and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of an unused sanitary sewer easement to the City of Hueytown – New Hueytown City Hall/Breckenwood Apartments. A sanitary sewer has never been constructed within this easement.

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 Hueytown, 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, quitclaim and convey to the said City of Hueytown, all its right, title, interest, and claim in the following described real estate, to wit:

That certain sanitary sewer easement conveyed to Jefferson County, Alabama by Instrument 200462/2726 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Section 30, Township 18 South, Range 4 West, Jefferson County, Alabama and run in a Northerly direction along the east section line a distance of 2406.64 feet; thence deflect left 90 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 1428.63 feet to the intersection of the Southern-most right of way line of Forest Drive and the Western-most right of way line of 21st Street, said point being the POINT OF BEGINNING of a 10 foot sanitary sewer easement lying 10 foot to the Southwest and parallel to the northeast property line of grantor; thence tum left 118 degrees 36 minutes 46 seconds and run in a Southeasterly direction along said property line for a distance of 157.44 feet, said easement now becoming 20 foot in width lying 10 foot on each side and parallel to said centerline; thence turn right 66 degrees 52 minutes 42 seconds and run in a Southwesterly direction for a distance of 329.20 feet; thence deflect right 40 degrees 09 minutes 58 seconds and run in a Westerly direction for a distance of 145.00 feet to the end of said sanitary sewer easement.

TO HAVE AND TO HOLD, to the said, City of Hueytown, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 21st day of April, 2016.

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 and Stephens.

Apr-21-2016-317

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding with the City of Pinson.

MEMORANDUM OF UNDERSTANDING

WHEREAS, Jefferson County, Alabama (the "County") has responsibility for certain public streets in the Innsbrooke subdivision (the "Streets") in the City of Pinson, Alabama (the “City”); and

WHEREAS, the County regularly exercises such responsibility by, among other things, placing and maintaining street signs and other traffic control devices on and along those Streets; and

WHEREAS, the City wishes to add supplemental speed control devices along the Streets by funding, constructing, and installing speed control devices, including but not limited to speed humps, signs, and pavement markings; and

WHEREAS, the City is willing to accept the responsibility for all supplemental speed control devices, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto enter into this "Memorandum of Understanding" (the "MOU"), and agree as follows:

- 1. From time to time, the City may propose in writing that certain speed control devices, including but not limited to speed humps,

signs, and pavement markings, (a "Device") be installed, serviced, repaired, or removed on or along the Streets pursuant to this MOU. If the County's Road and Transportation Department (the "Department") agrees in writing that the installation, service, repair, or removal of such a Device does not conflict with standard engineering practice, then the City and the Department may further agree on a written scope of work, which will include, at a minimum, a description of the Device, the location of the Device, and any standards governing the installation/construction, service, repair, or removal of the Device: Upon such agreement, the City may enter upon the Streets, and install/construct, service, repair, or remove the Device, pursuant to such agreement, at the City's sole expense.

2. The City acknowledges that the Department may request in writing, at any time, that the City remove the Device in the event that the Department reasonably believes that the removal is necessary in order for the Department to perform work on the Streets, or for other safety-related reason. In such event, the City agrees that it will enter upon the Streets and cause the Device to be removed at the City's expense.

3. The City acknowledges that the Department may notify the City in writing, at any time, that the Device is in need of repair or conflicts with Department maintenance operations in order for the Department to perform work on the Streets, or for other safety-related reason. In such event, the City agrees that it will enter upon the Streets and cause the Device to be repaired or removed to the reasonable satisfaction of the Department, at the City's expense.

4. The County acknowledges that the City may request in writing, at any time, that the City remove the Device in the event that the City determines that the Device is no longer necessary or desirable on the Streets. In such event, the County agrees that it will permit the City to enter upon the Streets and remove the Device at the City's expense.

5. The City's installation, service, repair, maintenance, or removal of the Device on the Streets shall commence at a time mutually agreed upon by the City and the Department. The County may monitor and examine the City's installation, servicing, repairing, or removing of the Device, at its discretion, and may notify the City that the Department reasonably believes that the City's work is unsatisfactory or does not comply with the scope of work discussed in Section 1. If the City does not take action to correct the work within a reasonable time, then the County may take action to remove the work, complete the work, modify the work, or take other such action as deemed reasonably necessary regarding the work and the Device, at the City's sole expense.

6. Unless otherwise agreed in writing by the City and County at the time of installation, the Device will remain the property of the City. Upon the Device's repair or servicing, the repairs or service shall become the property of the City.

7. Nothing in this MOU, or with respect to the activities arising from or relating to this MOU, shall be used against either the City or the County for the purposes of determining responsibility for the Streets. With the exception of the City's responsibilities regarding supplemental speed control devices as stated in this MOU, the County shall continue to be responsible for the control, management, supervision, regulation, repair, maintenance, or improvement of the Streets.

8. The City hereby releases the County, its officers, agents, and employees from any claims or damages arising from or relating to any damages to the Device arising from or relating to the condition of the Streets and/or the County's work on the Streets. The City agrees that it will indemnify the County and hold it harmless against any and all damage to the Streets caused by the City's installation, repair, or maintenance of the Device. The City further agrees that it will add the County as an additional insured on the City's general liability insurance policy, so as to provide the possibility of insurance coverage to the County in those situations where a claim may be asserted against the County that is attributable the City's installation, service, repair, maintenance, or removal of the Device on the Streets. This section shall survive the termination of this MOU.

9. The City has no obligation to propose or install any Device pursuant to this Agreement. Likewise, the County has no obligation to agree to permit the installation of any Device pursuant to this Agreement.

10. This MOU may be terminated by either the City or the County upon sixty (60) days' advance written notice to the other. Otherwise, this MOU shall have a term of ten (10) years, beginning on the last date shown below.

11. From time to time during the operation of this MOU, the City and the Department may agree in writing to expand and change the definition of "Streets" as used herein, so that the term will refer to such other and additional streets in the corporate limits of the City.

12. Miscellaneous Provisions.

(a) Severability. The provisions of this MOU shall be severable. In the event any provision this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof or thereof.

(b) Prior Agreements. This MOU shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this MOU for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, mailed by registered

or certified mail, postage prepaid, sent by overnight courier, addressed as follows, or sent by electronic mail (with electronic delivery receipt), addressed as follows:

If to the City: City of Pinson, Alabama
Attn: Mayor
4410 Main Street
Pinson, AL 35126
Email Address: HSanders@thecityofpinson.com

if to the County: Jefferson County
Attn:
Road and Transportation Department
Email Address:

Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally or electronically, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

(d) Amendment. This MOU may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

James A. Stephens - President - Jefferson Coun Commission

Hoyt Sanders, Mayor - City of Pinson, Alabama

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

Apr-21-2016-318

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 2 between Jefferson County Environmental Services Department and Perkin Elmer Health Sciences, Inc., in the amount of \$15,048.00 for the 3 Year Renewable contract for the annual maintenance of the Inductively Coupled Plasma (ICP) System which provide for factory trained technicians and on-site repair with parts, labor, shipping and travel costs.

CONTRACT NO.: 6500

Contract Amendment 2

Amendment to the Contract between Jefferson County, Alabama, and Perkin Elmer Health Services, Inc. for "Basic Service Plan".

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 Jefferson County Commission on September 25, 2014 and recorded in the MB 167, Page 48, is hereby amended as follows:

AMEND TERM: April 1, 2016-March 31, 2017

AMEND COMPENSATION: Compensation for Perkin Elmer Health Services, Inc. maintenance support during period April 1, 2016-March 31, 2017 will be \$15,048.00.

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

JEFFERSON COUNTY, ALABAMA

Jimmie Stephens, President - Jefferson County Commission

CONTRACTOR

_____, Assistant Secretary

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

Apr-21-2016-319

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Valley Creek WWTP Screens,

Clarifiers and Gas Sphere Rehabilitation project, such certified bids having been open on Thursday, November 19, 2015 and listed as follows:

	Contractor	Amount Bid
1.	B.H. Craig Construction Company	\$ 2,898,600.00
2.	RTD Construction	\$ 3,021,399.00
3.	Baird Contracting Co., Inc.	\$ 3,064,000.00
4.	Haren Construction Company, Inc.	\$ 3,126,000.00
5.	J&P Constriction Co., Inc.	\$ 3,143,000.00
6.	P.F. Moon and Company, Inc,	\$ 3,283,000.00

WHEREAS, after tabulation and certification by the consulting engineer Brown and Caldwell, and review by the Environmental Services staff, it has been recommended that the contract for the Valley Creek WWI? Screens, Clarifiers and Gas Sphere Rehabilitation project be awarded to B.H. Craig Construction Company in the amount of \$ 2,898,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, 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 and Stephens.

Apr-7-2016-320

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County and Thompson Tractor Company, Inc. for the Warrior WWTP Stand-by Generator Control System Design and Replacement project to replace the computer system in the stand-by generator switch gear in the amount of \$91,194.50.

Warrior WWTP Stand-by Generator Control System Design and Replacement

THIS AGREEMENT entered into this , by and between Jefferson County Alabama, hereinafter called "the County", and Thompson Tractor Co. Inc, called "the Contractor", located at 2258 Pinson Highway, Birmingham, AL 35217 shall be effective after approval by the County and receipt of Notice-to-Proceed by the Contractor.

WHEREAS, the County desires to contract for services to replace the ISO computer system for the stand-by emergency generator at the Warrior WWTP; and

WHEREAS, the Contractor is the sole source provider of said services to upgrade and replace the ISO computer system at the Warrior WWTP.

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: See Exhibit A.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The work shall be completed within 45 days from the Notice-to-Proceed.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

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

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

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

7. COMPENSATION: The contractor shall be compensated a sum of \$91,194.50 as further described in Exhibit A.
8. PAYMENT TERMS: Net 30
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required bylaw.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole or concurrent negligence of the County, or its employees.
18. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, indirect, special or consequential damages under this

agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with, any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim.

19. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

_____, Thompson Power-Systems - Thompson Tractor Company, Inc.

And the OWNER on the _____ day of _____

RECOMMENDED:

Environmental Services Department

David Denard - Director of Environmental Services

APPROVED:

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 and Stephens.

Apr-21-2016-321

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Dasher Technologies for VNX 5300 Data Storage Equipment and Maintenance Support in the amount of \$7,997.92.

VNX 5300 Data Storage Equipment and Maintenance Support

THIS AGREEMENT entered into this 22 day of March, 2016, by and between Jefferson County Alabama hereinafter called "the County", and Dasher Technologies, called "the Contractor", located at 554 - 37th Street North, Birmingham AL 35222. The effective date of this agreement shall be April 21 , 2016.

WHEREAS, the County desires to contract for VNX5300 Data Storage Equipment and Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said VNX5300 Data Storage Equipment and, Maintenance and Support to the County; NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB 50-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dasher Technologies constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties.
2. Maintenance and support will be provided Monday through Friday 8:00 A.M. to 5:00 P.M. local time.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires April 20, 2017, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated a sum not to exceed of \$7,977.92, (See Appendix A).
5. PAYMENT TERMS: NET 30
6. 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 is to be delivered in Jefferson County,

Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

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

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

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

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

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

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

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

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

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

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

this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

Jefferson County Commission

Dasher Technologies

James A. Stephens - President - Jefferson County Commission

Curtis Churchwell, Authorized Signature

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

Apr-21-2016-322

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

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and WF Real Properties, LLC (the "Owner").

RECITALS:

Owner is the owner of real property being the The James Rushton Early Learning and Family Success Center located at 5512 1st Avenue South, Birmingham AL. 35212, more particularly described as All of Lots, 5, 6, & 7, Block 6, according to the Resurvey of AB Johnston Property, as recorded in Map Book 4, Page 59 in the Probate Office of Jefferson County, Alabama, a portion of a public alley to be vacated along with an Acreage Parcel all being situated in the Northwest Quarter of the Southwest Quarter of Section 21, Township 17 South, Range 2 West, Jefferson County, Alabama.

Owner has purchased said property where an existing building encroaches within a Jefferson County easement. Owner intends to build an addition to said existing building with steps and handrail over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the James Rushton Early Learning and Family Success Center. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

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

of its Easement Rights inside the easement or improvements adjacent to the easement.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens - President - Jefferson County Commission

WF Real Properties, LLC

_____, Executive Director

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

Apr-21-2016-323

WHEREAS, on Tuesday, April 12, 2016, a sanitary sewer overflow was discovered on or about 3600 Bessemer Ave SW in Birmingham, and

WHEREAS, a segment of eighteen inch diameter sanitary sewer trunk line was found to have a substantial blockage and structural defects, the extent of which has yet to be determined, and

WHEREAS, a majority of the affected area is located along a high wall quarry adjacent to Valley Creek, and

WHEREAS, the damage to the line, availability of materials and equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, inaction or lack of immediate action could present a danger to environmental and public health and safety, and

WHEREAS, the costs to repair the mainline and return to a state of safe operation is unknown at this time,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to declare an emergency on or about 3600 Bessemer Ave SW and that the Environmental Services Department be authorized to direct the contractor Baird Contracting Company, Inc. to be paid under force account arrangements to assist the County with all necessary force until such time that a permanent repair has been completed.

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

Apr-21-2016-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Katherine Coleman in the amount of Sixty and no/100 (\$60.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Katherine Coleman in the amount of \$60.00 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 and Stephens.

Apr-21-2016-325

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Adolphus Jackson in the amount of Eighteen Thousand Six Hundred Thirty Seven and no/100 (\$18,837.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Adolphus Jackson in the amount of \$18,637.00 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 and Stephens.

Apr-21-2016-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of the Alabama Air National Guard in the amount of Forty One Thousand and 00/100 (\$41,000.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to the Alabama Air National Guard in the amount of \$41,000.00 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 and Stephens.

Apr-21-2016-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of LaVecchia Minter in the amount of Five Thousand Seven Hundred Thirty Nine and 50/100 (\$5,739.50) 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 LaVecchia Minter in the amount of \$5,739.50 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 and Stephens.

Apr-21-2016-328

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Denise Hardy in the amount of Twenty Six Thousand Four Hundred Ninety One and 26/100 (\$26,491.26) 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 Denise Hardy in the amount of \$26,491.26 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 and Stephens.

Apr-21-2016-329

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

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

Apr-21-2016-330

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

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

Apr-21-2016-331

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

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

Apr-21-2016-332

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

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

Apr-21-2016-333

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

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

Apr-21-2016-334

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

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

Apr-21-2016-335

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Jennifer Ashley Rayford is hereby denied.

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

Apr-7-2016-336

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Granvel Ficklin is hereby

denied.

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

Apr-21-2016-337

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Nick Sullivan in the amount of Seven Hundred Thirty Five and 56/100 (\$735.56) 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 Nick Sullivan in the amount of \$735.56 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 and Stephens.

Apr-21-2016-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Jonathan Carter in the amount of One Thousand Four Hundred Ninety Six and 00/100 (\$1,496.00) Dollars.

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

Apr-21-2016-339

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by RMI Investments, Inc., applicant; Kim Rojani, Vice President/Store Manager; d/b/a Country Creek Grocery located at 1301 Short Creek Road, Mulga, 35118 for an off-premise (050) Retail Beer and an (070) Retail Table Wine license, be and hereby is approved.

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

Apr-21-2016-340

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the Democratic and Republican Run-off Primaries held on April 12, 2016 in the amount of \$8,600 (43 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

Apr-21-2016-341

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Circuit Clerk - Bessemer Division for compensation for serving as Absentee Elections Manager for the Democratic and Republican Run-off Primaries held on April 12, 2016 in the amount of \$8,400 (42 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

Jefferson County Commission

Unusual Demands

4/21/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001007	COUNTY MANAGER	132281	DANIEL BILES	DAN BILES-HOLD FOR PIU TVLREIMB, 1/27-29,2016	119.88	152317	3908
TOTAL					119.88		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE AUDITOR C. LEWIS1/16 & 2/16	164.16	150640	3672
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB LOCAL MILEAG G. OSBURN AUDITOR JAN 2016	91.80	150648	3673
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE TITLE REMITS FEB 2016	56.09	150656	3675
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. MILEAGE AUDITORS C LEWIS B#3697 D#150835	123.12	150835	3697
TOTAL					435.17		
10002100	LAND DEVELOPMENT	10002100	LAND DEVELOPMENT	cell phone case needed now for county phone	39.96	153164	4016
10002100	LAND DEVELOPMENT	10002100	LAND DEVELOPMENT	IP6 BLACK PHONE CASE, PRODUCT ID 162179	26.24	153340	4044
TOTAL					66.20		
10002210	IT SYS DEV & ADMIN	100193	JEFFERSON CO TREASURER	Membership Fee to PMI	154.00	152549	3949
TOTAL					154.00		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	LICENSE RENEWAL FOR INSECT BIO CLASS - K. KELLEY	39.00	152165	3885
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE CHAIN OR HOOKS TO REMOVE MOTOR ON TOWER	53.24	152170	3885
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BITS AND TAPS TO REPAIR FAN MOTOR CHCH	14.38	152378	3918
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CRACKED SEALANT FOR THE DOG POUND	47.00	152472	3936
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SCREWS FOR GSOC SHOP	10.59	153075	4002
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PARTS FOR STEAM OVEN AT BESS JAIL	173.94	153077	4003
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CRACKED SEALANT FOR DOG POUND	47.00	153371	4051
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BLACK MESH TARP FOR GROUNDS AT GSOC	483.36	153788	4115
TOTAL					868.51		
10003200	SENIOR CIT SVCS GEN	100193	JEFFERSON CO TREASURER	MILEAGE FOR MELANIE GAMBLE FY15	22.68	151563	3634
10003200	SENIOR CIT SVCS GEN	100193	JEFFERSON CO TREASURER	REIMBURSE JANICE Williams Sr padgent expense	11.88	150181	3623
TOTAL					34.56		
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	NOTARY FILING	22.00	151972	3842
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	NEWEGG ORD#248677204	84.99	152412	3882
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	RECORDING OF TWO LEVIES	32.00	153153	4014
10004110	SF ENFORCE-BHAM	100193	JEFFERSON CO TREASURER	USPSBILL#840-53500106-1-621055-5	22.95	153154	4014
TOTAL					161.94		
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	OFFICE DEPOT TRN 9151 - HARD DRIVE	89.99	151965	3841
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	BACK BRACE FOR V. CLIFTON BHAM JAIL	23.98	151968	3841
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	TRAINING COURSE FOR CLINICAL COUNSELOR	75.00	1583150	4012
TOTAL					188.97		
10004180	SF CORRECTIONS-BS	100128	JEFFERSON CO TREASURER	WALMART REC TC38779310597621219500 FOR DVD'S	27.88	153151	4013
10004180	SF CORRECTIONS-BS	100128	JEFFERSON CO TREASURER	LOWE'S TRANS#4667728 - BIT DRIVER	11.95	153152	4013
10004180	SF CORRECTIONS-BS	100128	JEFFERSON CO TREASURER	SALLY BEAUTY SUPPLY TND16097-03875-2-002	92.98	153629	4097
10004180	SF CORRECTIONS-BS	100128	JEFFERSON CO TREASURER	SALLY TND 06097-00875-2-000 - CLIPPERS	19.15	153635	4097
10004180	SF CORRECTIONS-BS	100128	JEFFERSON CO TREASURER	WALMART TC#2002 2367 4643 9890 6467	29.28	153636	4097
TOTAL					181.24		
100004300	CORONER	100193	JEFFERSON CO TREASURER	04/06/2016 - 04/06/2016	71.79	153101	4008
100004300	CORONER	100193	JEFFERSON CO TREASURER	04/011/2016 - 04/11/2016	114.24	153526	4085
TOTAL					186.03		
10006311	FAMILY CT INTAKE	133796	JEFFERSON CO TREASURER	NON-EMPLOYEE TRAVEL	648.85	152294	3905
TOTAL					648.85		
10006801	FINANCE ADMIN	102879	DIGITAL ASSURANCE	DISSEMINATION SERV/STORAGE FOR OUTSTANDING ISSUES	2500.00	153318	4041
TOTAL					2500.00		
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	DRAFTING SUPPLIES - STACY ELLIS	11.95	152056	3860
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	BLADES FOR MOWER & OIL - KETONA	143.58	152151	3884
TOTAL					155.53		
21305400	R&T HWY MT	100193	JEFFERSON CO TREASURER	HERBICIDE APPLICATORS LICENSE RENEWAL GOODWIN	93.15	3749	
21305400	R&T HWY MT	100193	JEFFERSON CO TREASURER	KEYS, MISC TOOLS, LUMBER, FUSES, WIRE	153.79	152018	3848
TOTAL					246.94		
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	FLOAT, PAINT, NAIL, PAINT, GAS	205.61	152053	3858
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	CHAIN SAW FILES, NYLON STRING, WHISK BROOM	209.03	152392	3921
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	HAND CLEANER, MAILBOXES	83.62	153072	4001
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	PHONE CASE, PHONE CORD, SPRAY FOAM, HOSE PIPE NOZZ	115.06	153460	4074
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	PHONE CASE, FUEL PICK UP LINE	73.16	153724	4109
21305400	R&T MNT KETONA	100193	JEFFERSON CO TREASURER	CDL RENEWAL- MICHAEL GEESLING - KETONA	30.00	153804	4120
TOTAL					716.48		
21401301	BOARD OF EQUAL	100128	JEFFERSON CO DTY TREAS	133787 MARGIE JAMES MILEAGE REIMBUSE	15.12	151288	3653
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	PETTY CASH- DHINKLE-CAR WASH	9.00	152024	3852
21401301	BOARD OF EQUAL	100193	JEFFERSON CO TREASURER	Petty Cash-DMcAllister-Car Wash	5.00	152199	3891
TOTAL					29.12		
22118609	CG GENERAL SER	100193	JEFFERSON CO TREASURER	PURCHASED PRESSURE SWITCH FOR COOPER GREEN	18.94	153082	4007
TOTAL					18.94		
24303200	SENIOR CITIZEN SVCS	128786	MELANIE O JONES GAMBLE	REIMBURSEMENT COMBINED TRAVEL DIFF	121.70	153450	4071
TOTAL					121.70		
24303205	SR SVCS-TITLE III GRANT	100193	JEFFERSON CO TREASURER	JANICE WILLIAMS TABLE CLOTHES ALACARES	17.46	151557	3634
24303205	SR SVCS-TITLE III GRANT	100193	JEFFERSON CO TREASURER	JANICE WILLIAMS RIBBONS ALACARES	29.70	151560	3634
TOTAL					47.16		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	Data cable, fuel, vehicle title fees	129.12	153365	4048
TOTAL					129.12		
60407100	ESD GENERAL	100193	JEFFERSON CO TREASURER	WORK BOOTS FOR MATT SAULTER	79.99	153416	4062
TOTAL					79.99		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	LICENSE REIMBURSEMENT ;SILICONE; LAMINA NT;PIPING ACC	240.22	152025	38653
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	PIPING,LONGSLEEVE FOR HOOVER HI SCHOOL	360.00	152026	3854
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	CLEANER-COUPLING, BOLTS, RELAY S CLAD METAL	246.93	152984	3986
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BEARING AND SEALS FOR PUMP	223.30	153250	4030
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL SEAL	10.63	153250	4030
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SS ROUND TUBE	101.35	153252	4030
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	FUEL FILTER AND TERMINALS	39.52	153257	4030
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SLIP YOKE;U JOINT MACHINE SHOP ASSY; SHAFT	696.00	153407	4057
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BARREL BOLT; GALVINZE PRIMER; PIPING ACCESSORY	296.53	153408	4058
TOTAL					1914.48		
60407252	VILLAGE CRK LINE MNT	100193	JEFFERSON CO TREASURER	PARTS & LABOR TO REPAIR THE JACKHAMMER	170.88	151576	3798
60407252	VILLAGE CRK LINE MNT	100193	JEFFERSON CO TREASURER	PARTS & LABOR TO REPAIR THE JACKHAMMER	107.10	151579	3801
60407252	VILLAGE CRK LINE MNT	100193	JEFFERSON CO TREASURER	BITS & SCREWS	10.40	151592	3808
60407252	VILLAGE CRK LINE MNT	100193	JEFFERSON CO TREASURER	FLOOR SCREWS FOR THE TRAILER	11.20	151593	3809
60407252	VILLAGE CRK LINE MNT	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR RONNIE COLLIER	20.00	153005	3988
TOTAL					319.58		
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	LOWE'S ANCHOR CEMENT	29.06	151595	3810
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	ANEW ISSUE CLASS B CDL FOR JOYCE HARRIS	20.00	153006	3989
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	NEW ISSUE CLASS B CDL FOR RODNEY MIXON	20.00	153010	3990
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	NEW ISSUE CLASS B CDL FOR RICKY KILGORE	20.00	153013	3991
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	CDL TESTING FOR RICKY KILGORE	25.00	153013	3992
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	CDL TESTING FOR RICKY HARRIS	25.00	153014	3993
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	CDL TESTING FOR RODNEY MIXON	25.00	153017	3994
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	BULBS FOR THE MICROWAVE OVER ON 2ND FLOOR	6.58	153023	3995
60407253	SHADES LINE MNT	100193	JEFFERSON CO TREASURER	ADAPTER, FUSE, DIELECTRIC GREASE	27.17	153068	3999

TOTAL					197.81		
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	UPS SHIPPING OF CAMERA'S FOR REPAIRS	16.37	151583	3805
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	RECTORSEAL FOR DEPT. 7270	7.98	151597	3811
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	SHIPPING CHARGES FOR A CAMERA DEPT. 7270 T.V.	15.04	153073	4000
TOTAL					39.39		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	kwikset, alum pipe, valves	108.63	150970	3716
TOTAL					108.63		
60407302	FIVE MILE CRK WWTP	100193	JEFFERSON CO TREASURER	WOOD, NO TRES SIGNS, TRAVEL EXPENSE CAR PART	277.50	151989	3844
60407302	FIVE MILE CRK WWTP	100193	JEFFERSON CO TREASUREER	WOOD: GARDEN SPRAY	697.29	152502	39
60407302	FIVE MILE CRK WWTP	100193	JEFFERSON CO TREASURER	ELEVATOR INSPECTIONS, PARTS FOR #6 ROTOR PRUDES	467.70	153260	4031
TOTAL					1442.49		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	rotary pump to transfer oil and liquids	44.99	151875	3888
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	employee used personal vehicle to answer alarm	20.25	151876	3832
TOTAL					65.24		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINARICEH'S FOR CERTIFICATION RENEWAL	40.00	152188	3888
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINARICEH'S FOR CERTIFICATION RENEWAL	40.00	152189	3888
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	PHOTOCELL, LIGHT BULB	21.90	152441	3927
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WEF WEBINAR/CEH'S FOR CERTIFICATION RENEWAL	41.00	152442	3927
TOTAL					474.96		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	SUPPLIES	81.69	152370	3917
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	SUPPLIES	79.95	152376	3918
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	PARTS	27.88	153078	4004
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	BITS AND SELF TAPPING SCREWS	60.30	152251	4030
TOTAL					249.82		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	PVC COUPLINGS	87.15	153247	4030
TOTAL					87.15		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	DRIVER'S LICENSE	20.00	152125	3876
TOTAL					20.00		
70101720	PERSONNEL BD ADM	103522	MARTINIQUE ALBER	Employee Reimburse Supplies for Assess-M.Alber	31.18	152947	3978
TOTAL					31.18		
70101750	PERSONL BD INFO SERV	134085	CLAUDIA JOHNSON	TUITION REIMBURSEMENT CLAUDIA JOHNSON 2016	11000.00	152193	3889
TOTAL					11000.00		
70101750	PERSONNEL BD TESTING	100193	JEFFERSON CO TREASURER	EMPLOYEE MILEAGE REIMB STACE LANGE MARCH 2016	30.78	153232	4025
70101750	PERSONNEL BD TESTING	134086	JEFFERSON CO TREASURER	ASSESSOR REIMBURSE FLOYD JONES FY 2016	220.28	152196	3890
TOTAL					221.06		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASEH 3/31/16	393.38	152422	3925
TOTAL					393.38		
GRAND TOTAL					\$13,452.50		

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

Apr-7-2016-342

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 3/25/16 - 3/31/16

1. YOUTH DETENTION & SHERIFF DEPARTMENT FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, TO APPROVE BID AWARD FOR WAREWASHING/INSTITUTIONAL CLEANING SUPPLIES FOR THE PERIOD OF 10/01/2016-09/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 41 - 16
2. FLEET MANAGEMENT FROM LONG LEWIS FORD OF THE SHOALS, MUSCLE SHOALS, AL, TO APPROVE BID AWARD FOR THE PURCHASE OF FORD ESCAPES, 2WD & 4WD FOR THE PERIOD 04/07/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 42 - 16
3. ENVIRONMENTAL SERVICES FROM REVERE CONTROL SYSTEMS, INCORPORATED, BIRMINGHAM, AL, TO APPROVE BID AWARD FOR ROCKWELL AUTOMATION PARTS AND SERVICES FOR THE PERIOD 04/07/2016-04/06/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. MUNIS - 16003 REFERENCE BID # 51 - 16

For Week of 4/1/16 - 4/7/16

1. ALL DEPARTMENTS FROM SOUTHLAKE CAPITAL, BIRMINGHAM, AL, TO AWARD BID FOR OFFICE EQUIPMENT LEASING FOR THE PERIOD 06/01/2016-05/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 37 - 16
2. YOUTH DETENTION & SHERIFF DEPARTMENT FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR WAREWASHING/INSTITUTIONAL CLEANING SUPPLIES FOR THE PERIOD 10/01/2016-09/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 41 - 16
3. COMMUNITY & ECONOMIC DEVELOPMENT FROM TOMLIN EXCAVATING, TARRANT, AL, TO AWARD BID FOR DEMOLITION SERVICES FOR THE PERIOD 04/24/2016-04/23/2017 ON AN AS NEEDED BASIS. REFERENCE ITB # 48 - 16
4. COMMUNITY & ECONOMIC DEVELOPMENT FROM JONES VALLEY, PINSON, AL, TO AWARD BID FOR DEMOLITION SERVICES FOR THE PERIOD 04/24/2016-04/23/2017 ON AN AS NEEDED BASIS. REFERENCE ITB # 48 -16
5. COMMUNITY & ECONOMIC DEVELOPMENT FROM CORINTH COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR DEMOLITION SERVICES FOR THE PERIOD 04/24/2016-04/23/2017 ON AN AS NEEDED BASIS. REFERENCE ITB # 48 - 16
6. SHERIFF DEPARTMENT FROM ALABAMA GUARDRAIL INCORPORATED, BIRMINGHAM, AL, TO APPROVE BID

- RENEWAL FOR THE PURCHASE OF GUARDRAIL COMPONENTS FOR THE PERIOD 05/15/2016-05/16/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 85 - 14
7. SHERIFF DEPARTMENT FROM THE GRAPHIC STOP, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF LAW ENFORCEMENT GRAPHICS FOR THE PERIOD 07/24/2016-07/24/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 129 - 14
 8. GENERAL SERVICES FROM AIRGAS USA LLC, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF OXYGEN ACETYLENE AND OTHER GASES FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 139 - 14
 9. GENERAL SERVICES FROM BATTERIES PLUS, TRUSSVILLE, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF SMALL DRY CELL BATTERIES FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 150 - 14
 10. FLEET MANAGEMENT DEPARTMENT FROM AUTO ELECTRIC & CARBURETOR D/B/A/ SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF VEHICLE BATTERIES FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 151 - 14
 11. ROADS & TRANSPORTATION FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF CONCRETE (READY MIXED) FOR THE PERIOD 10/01/2016-09/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 164 -14
 12. ROADS & TRANSPORTATION FROM SUNSHINE SUPPLIES, INCORPORATED, WATSON, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF SILT FENCE & ACCESSORIES FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL) REFERENCE BID # 166 - 14
 13. ENVIRONMENTAL SERVICES FROM TRISTATE VALVES & CONTROLS D/B/A TRIVACO, HEBRON, KY, TO APPROVE BID RENEWAL FOR GATE VALVE AT AL SEIR PUMP STATION FOR THE PERIOD 06/04/16-06/03/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 47 - 15R
 14. COOPER GREEN MERCY HEALTH SERVICES FROM LABSCO, DALLAS, TX, TO APPROVE BID RENEWAL FOR THE PURCHASE OF GLOVES, GROUP C: IHC #DCEP180100-DCEP180350, SIZES SMALL-X-LARGE FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 55 - 15
 15. COOPER GREEN MERCY & GENERAL SERVICES (BULK STORES) FROM LABSOURCE, CHICAGO, IL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF GLOVES, GROUP B: IHC 18110-181400, SIZES SMALL-X-LARGE FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 55 - 15
 16. COOPER GREEN MERCY HEALTH SERVICES FROM MEDLINE, PALATINE, IL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF GLOVES, GROUP A: MEDLINE GLOVES, MDS6800-MDS6804 AND GROUP D: MEDLINE GLOVES, CUR8104-CUR8107, BOTH GROUPS SIZES SMALL-X-LARGE FOR THE PERIOD 10/01/2016-03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 55 - 15
 17. SHERIFF DEPARTMENT: BIRMINGHAM & BESSEMER FROM ICS JAIL SUPPLIES, INCORPORATED, WACO, TX,
 18. TO APPROVE BID RENEWAL FOR CANVAS TENNIS SHOES FOR THE PERIOD 07/30/2016-07/29/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 101 - 15
 19. ENVIRONMENTAL SERVICES FROM XYLEM WATER SOLUTIONS, CHARLOTTE, NC, TO APPROVE BID RENEWAL FOR UV PARTS FOR TURKEY CREEK FOR THE PERIOD 07/01/2016-06/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 107 - 15

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

Apr-21-2016-343

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 3/25/16 - 3/31/16 AND 4/1/16 - 4/7/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Health Services

Debbie Hamby	\$210.16
Shirin Banu	\$92.88
Enos Ngetich	\$125.28
ABN Seminar on Collaborative Practice Montgomery, AL – April 15, 2016	

County Attorney

Shawna Smith	\$379.00
Brent Grainger	\$379.00
CLE Seminar Orange Beach, AL – May 5-8, 2016	

Revenue

Jennifer Woods, Keith Crawford, Kitha Carr, Tracie Swanson, Sonya Breasseale, Theresa Rouse and Sonya Stephens How to Manage Conflict Hoover, AL – May 13, 2016	\$973.00
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Individual Staff Development

Cooper Green Mercy Health Services

Ann Heard-Nesbitt Diabetes Management Montgomery, AL – April 27, 2016	\$140.61
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Revenue

Bruce Thompson Tax Audit Austin, TX – June 4-12, 2016	\$2,707.00
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Daren Lanier CROAA Class Prattville, AL – April 6-7, 2016	\$175.00
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Bruce Thompson ALTIST Class Hoover, AL – April 22, 2016	\$150.00
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Charles Bell CRE Class Hoover, AL – May 18-20, 2016	\$250.00
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Eddie Woods ALTIST Class Hoover, AL – June 10, 2016	\$150.00
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Tax Assessor - Bessemer

Reginald Threadgill AAAO Planning Meeting Orange Beach, AL – April 27-28, 2016	\$594.63
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Commission - District I

George Bowman NOBCO Chicago, Ill – April 19-24, 2016	\$2,583.94
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For Information Only

Sheriff's Office

Timothy Pugh	\$675.00
Terrill Hogeland	\$675.00
Remington 870 Shotgun Course Tuscaloosa, AL – July 11-13, 2016	

Kyomi Coleman American International Polygraph Course Stockbridge, GA – May 8 – July 16, 2016	\$11,844.50
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Brian Youngblood Technique of Interviewing and Interrogation	\$295.00
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Birmingham, AL – May 16-18, 2016

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

Apr-21-2016-344

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Venture Technologies to provide annual maintenance /license support for the Cisco Network/voIP hardware and software for the period 4/1/16 - 3/31/17 in the amount of \$226,930.30.

CON00008244

CISCO SMARTNET MAINTENANCE

THIS AGREEMENT entered into this 1st day of March 2016, by and between Jefferson County Alabama hereinafter called "the County", and GKR (Venture Technologies), hereinafter called the contractor", located at 8650 Minnie Brown Road, Montgomery, AL 36117. The effective date of this agreement shall be April 1, 2016.

WHEREAS, the County desires to contract for Cisco SmartNet maintenance for the Jefferson County Commission, hereinafter called "the Commission": and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor shall provide Cisco SmartNet Maintenance for network hardware, software, VoIP hardware, software, and license support for Jefferson County Commission. The GKR (Venture Technologies) quote #064352 describes the scope of services. The GKR Venture quote #064352 and the Alabama State Bid, T-Number T637 constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. See Exhibit 1.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract.
The Contract term expires on March 31, 2017.
4. PAYMENT TERMS: Net 30
5. COMPENSATION: \$226.930.30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran

status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

19. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim.

20. VIOLATION: Any, violation of this certification shall constitute a breach and default of this Agreement which shall be cause for

termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

Jefferson County Commission
James Stephens

GKR \ Venture Technologies
Robin G. Schlosser, Authorized Signature

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

Apr-21-2016-345

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 TekLinks, Inc. to provide annual maintenance/support for EMCdisk extender for the period 3/20/16 - 3/19/17 in the amount of \$10,325.54.

CONTRACT NO: 00007336

Contract Amendment No. I

This Amendment to Contract entered into the 20th day of March 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc., hereinafter referred to as the "Contractor" to provide EMC Disk Extender Support 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. 00007336. The original contract between the parties referenced above, was approved by the Commission on May 21, 2015, MB 168, Page(s) 151-152.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$10,325.54

AUTHORIZATION TO PERFORM WORK: March 20, 2016 -March 19, 2017

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

JEFFERSON COUNTY COMMISSION

TekLinks, Inc.

James A. Stephens, Presidet

_____, Authorized Signature

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

Apr-21-2016-346

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Microsoft Corporation to provide software for SQL-Database 2005-2016, Exchange 365 &Office 365, server operating systems 2008-2016, MSDN, and 2008-2016 Office Suite for the period 7/1/16 - 6-30/17 in the amount of \$66,220.

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete) 001367644

Premier Support Services Description Number

(Microsoft Affiliate to complete) REN 001445405

Schedule Number

Customer Name: AL Jefferson County

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Name of Customer (please print)	Microsoft Affiliate
AL-Jefferson County	Microsoft Corporation
Signature	Signature
James A. Stephens, President - Jefferson County Commission	Mike Murphy

This Schedule will commence on 07/01/2016 (the "Commencement Date's and will expire on 06/30/2017 (the "Expiration Date").

1, PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	Total Price (USA)
Country: United States	\$66,220
Total Amount Due	\$66,220

b. Services by Support Location

Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this SD, Customer agrees that any travel and other expenses incurred by Microsoft may be decremented from the Support Assistance hours.

Country: United States
(Premier Standard 0)

- Support Account Management (estimated at 120)
- Up to 40 hours for Support Assistance*
- Up to 120 hours for Problem Resolution Support
- Five (5) Onsite Services Resource Site Visits
- Unlimited User Access to Premier Online Website Included

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Michael Murphy
Phone: (908) 776-7767
Fax: 425) 936-7329
Email: micmursalmicrosoft.com

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

Contacts will be carried forward from the previous Term

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

Apr-21-2016-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Pomeroy, Inc. to provide maintenance/support for EMC Centera archive data storage system for the period 7/1/16 - 6/30/17 in the amount of \$9,572.78.

CONTRACT NO.: 06258

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of May 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Pomeroy IT Solutions Sales Company, hereinafter referred to as the "Contractor" to provide EMC Centera Hardware and Software Maintenance Support Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006258. The original contract between the parties referenced above, was approved by the Commission on June 26, 2014, MB 166, Page 394-396, and Amendment I, June 18, 2015, MB 168, Page 214.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate Pomeroy quote Jefferson County Centera Support dated March 10, 2016, copy of quote attached.

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$9,572.78.

AUTHORIZATION TO PERFORM WORK:

07/01/2016 - 06/30/2017

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

JEFFERSON COUNTY COMMISSION

Pomeroy, Inc.

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 and Stephens.

Apr-21-2016-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Birmingham to establish an intergovernmental funding consortium in order to obtain new digital color Orthorectified aerial photography and updated planimetric data sets.

CONTRACT AGREEMENT

TERMS AND CONDITIONS

Between

Jefferson County Commission

And

The City of Birmingham

Contract No. #####

Orthophotography and Planimetric Mapping Services Cost Sharing

Jefferson County, Alabama

CONTRACT FORM

THIS AGREEMENT made this _____ day of _____, 2016, by and between, Jefferson County Commission (COUNTY) with its offices at 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203 and The City of Birmingham, with its offices at 710 North 20th Street, Birmingham, AL 35203, hereinafter referred to as "BIRMINGHAM."

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "BIRMINGHAM" means The City of Birmingham.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and BIRMINGHAM mutually desire to maintain their existing GIS data sets through regular updates and it is in the best interest of those served by COUNTY and BIRMINGHAM to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with The Atlantic Group to provide updated orthophotography and planimetric data during the 2015 fiscal year; and

WHEREAS, BIRMINGHAM has committed funds toward the project as set forth in this AGREEMENT; and

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

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient

if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

ARTICLE 1. SCOPE OF AGREEMENT

Services under this AGREEMENT shall be procured under a Firm Fixed Price (FFP) Contract. BIRMINGHAM shall provide to COUNTY, under the terms set forth in this AGREEMENT, a financial payment, in exchange for data delivered to COUNTY by The Atlantic Group and set forth in ARTICLE 3, Statement of Work (SOW).

ARTICLE 2. CONSIDERATION

The COUNTY will be paid a Firm, Fixed Price (FFP) of Forty Thousand Dollars and Zero Cents - \$40,000.00. The price is in exchange for the COUNTY providing BIRMINGHAM a copy of received products as delivered per the Orthophotography and Planimetric Mapping Update project. These products are being provided for the countywide acquisition of orthophotography data and planimetric data set update according to ALDOR/ALDOT specification guidelines; Orthorectified digital color aerial photography, photogrammetrically updated planimetric feature data sets and LiDAR data sets.

Acquisition Digital Color Orthoahotography and Undated Planimetric Mapping

Base Funding

0	Committed Base Funding	
0	JEFFERSON COUNTY	\$144,300
0	CITY OF BIRMINGHAM	\$ 40,000
0	RPCG13	\$25,000
0	Total	\$209,300

ARTICLE 3. TERM

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

ARTICLE 4. STATEMENT OF WORK (SOW)

I. ORTHOPHOTOGRAPHY and PLANIMETRIC MAPPING UPDATE SOW

The objective of the project is to establish an intergovernmental funding consortium in order to obtain new Digital color Orthorectified aerial photography and updated Planimetric data sets for Jefferson County, Alabama encompassing an area of approximately 1125 square miles. The funding partners, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity. These data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards: Products and/or Services to Be Provided (Countywide):

- Orthorectified digital color aerial photography sampled to a 0.5' pixel GSD.
- Planimetric mapping layers updated from the Orthophotography through the utilization of photogrammetric techniques; broadcast, bridges, hydrology, landmarks, miscellaneous features, railroads, transportation, and utility poles.
- LiDAR products including updated Digital Terrain Model.

Schedule:

Digital Color Orthophotography	On or before July 30, 2015
Updated Planimetric Mapping Products	On or before October 31, 2015

ARTICLE 5. INSPECTION / ACCEPTANCE

Responsibility for final inspecting, approving and accepting equipment, software, data and/or services rendered by the Atlantic Group in the performance of the project deliverables shall rest solely with Jefferson County. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

BIRMINGHAM may elect, if they so desire, to participate in contributing to the inspection process. All requests for rework of any nonconforming deliverables will be provided in writing to the COUNTY within 10 calendar days from receipt of the deliverables.

ARTICLE 6. PERIOD OF PERFORMANCE

The period of performance for all items specified hereunder shall be stated in the SOW(s) in this AGREEMENT.

ARTICLE 7. INVOICES AND TERMS OF PAYMENT

Following the delivery of the final deliverable, COUNTY shall submit an invoice for the firm fixed price. Payment is due to COUNTY thirty (30) days from receipt of the invoice.

ARTICLE 8. CONFIDENTIALITY

To the extent allowed by law, a Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 9. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

- Orthorectified digital color aerial photography (owned by Jefferson County, RPCGB, Birmingham). Each party retains full ownership in the data to use as it deems appropriate.
- Photogrammetrically updated Digital Terrain Model (owned by Jefferson County, RPCGB). Each party retains full ownership on the data to use as it deems appropriate. Birmingham is granted an exclusive use license to this data. This license provides that Birmingham shall use the DTM data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.
- Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Birmingham and RPCGB is granted an exclusive use license to this data. This license provides that Birmingham and RPCGB shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 10. FORCE MAJEURE

a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.

b. A delay in or failure of performance of either COUNTY or BIRMINGHAM shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.

c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 11. TERMINATION

qThis agreement can be terminated by a thirty (30) day written notice for any reason. Upon termination of this Agreement for any reason whatsoever, BIRMINGHAM will remove all data provided by the COUNTY from their respective computer systems in the event that payment has not been received from BIRMINGHAM by the COUNTY.

ARTICLE 12. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT. The parties to the agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

ARTICLE 13. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 14. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

BIRMINGHAM agrees that any data provided will be relied upon at their own risk. COUNTY will not be responsible for incidental, consequential, special damages, or any other damages of any type or character arising out of the use of any data, information, or products

which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information or products for a particular purpose or any other use or purpose.

ARTICLE 15. NO THIRD PARTIES BENEFITTED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 16. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it, shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 17. ORDER OF PRECEDENCE

In the event of any inconsistency in this Contract (inclusive of documents, provisions or exhibits referenced or attached) and unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) General Provisions (i.e., Contract clauses); (2) SOW; (3) Other provisions of the Contract when attached or incorporated by reference.

ARTICLE 18. IMMIGRATION LAW COMPLIANCE

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

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

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

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

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

ARTICLE 19. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral modification, or in accordance with the "Changes" clause of this Contract.

In the event the nature of the work or customer requires flow down of contract clauses, requirements and certifications, such addendums will be listed in this section and attached to the Contract document.

In witness whereof, the parties hereto have executed this Contract as of the date so indicated.

ARTICLE 20. SEVERABILITY

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

The City of Birmingham
William A. Bell, Mayor

Jefferson County Commission
James A. Stephens, President

ATTEST:

Lee Frazier (City Clerk)

APPROVED AS TO FORM BY LAW DEPARTMENT:

CONTRACT AGREEMENT

Assistant City Attorney

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Regional Planning Commission of Greater Birmingham to establish an intergovernmental funding consortium in order to obtain new digital color Orthorectified aerial photography and updated planimetric data sets.

CONTRACT AGREEMENT
TERMS AND CONDITIONS

Between

Jefferson County Commission

And

The Regional Planning Commission of Greater Birmingham

Contract No. #####

Orthophotography and Planimetric Mapping Services Cost Sharing
Jefferson County, Alabama

CONTRACT FORM

THIS AGREEMENT made this day of , 2016, by and between, Jefferson County Commission (COUNTY) with its offices at 2 20 Street North, Suite 1200 Birmingham, AL 35203 and The Regional Planning Commission of Greater Birmingham, with its offices at 710 North 20th Street, Birmingham, AL 35203, hereinafter referred to as "RPCGB"

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "RPCGB" means The Regional Planning Commission of Greater Birmingham.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and RPCGB mutually desire to maintain their existing GIS data sets through regular updates and it is in the best interest of those served by COUNTY and RPCGB to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with The Atlantic Group to provide updated orthophotography and planimetric data during the 2015 fiscal year; and

WHEREAS, RPCGB has committed funds toward the project as set forth in this AGREEMENT; and

ARTICLE 1. SCOPE OF AGREEMENT

Services under this AGREEMENT shall be procured under a Firm Fixed Price (FFP) Contract. RPCGB shall provide to COUNTY, under the terms set forth in this AGREEMENT, a financial payment, in exchange for data delivered to COUNTY by The Atlantic Group and set forth in ARTICLE 3, Statement of Work (SOW).

ARTICLE 2. CONSIDERATION

The COUNTY will be paid a Firm, Fixed Price (FFP) of Twenty Five Thousand Dollars and Zero Cents - \$25,000.00. The price is in exchange for the COUNTY providing RPCGB a copy of received products as delivered per the Orthophotography and Planimetric Mapping Update project. These products are being provided for the countywide acquisition of orthophotography data and planimetric data set update according to ALDOR/ALDOT specification guidelines; Orthorectified digital color aerial photography, photogrammetrically updated planimetric feature data sets and LiDAR data sets.

Acquisition Digital Color Orthophotography and Undated Planimetric Mapping

Base Funding

- Committed Base Funding
 - JEFFERSON COUNTY \$144,300
 - CITY OF BIRMINGHAM \$ 40,000
 - RPCGB #25 000
 - Total \$209,300

ARTICLE 3. STATEMENT OF WORK (SOW)

I. ORTHOPHOTOGRAPHY and PLANIMETRIC MAPPING UPDATE SOW

The objective of the project is to establish an intergovernmental funding consortium in order to obtain new Digital color Orthorectified aerial photography and updated Planimetric data sets for Jefferson County, Alabama encompassing an area of approximately 1125 square miles. The funding partners, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings

compared to one agency contracting for the services as a single entity. These data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards:

Products and/or Services to Be Provided (Countywide):

- Orthorectified digital color aerial photography sampled to a 0.5' pixel GSD.
- Planimetric mapping layers updated from the Orthophotography through the utilization of photogrammetric techniques; broadcast, bridges, hydrology, landmarks, miscellaneous features, railroads, transportation, and utility poles.
- LiDAR products including updated Digital Terrain Model.

Schedule:

Digital Color Orthophotography	On or before July 30, 2015
Updated Planimetric Mapping Products	On or before October 31, 2015

ARTICLE 4. INSPECTION I ACCEPTANCE

Responsibility for final inspecting, approving and accepting equipment, software, data and/or services rendered by the Atlantic Group in the performance of the project deliverables shall rest solely with Jefferson County. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

RPCGB may elect, if they so desire, to participate in contributing to the inspection process. All requests for rework of any nonconforming deliverables will be provided in writing to the COUNTY within 10 calendar days from receipt of the deliverables.

ARTICLE 5. PERIOD OF PERFORMANCE

The period of performance for all items specified hereunder shall be stated in the SOW(s) in this AGREEMENT.

ARTICLE 6. INVOICES AND TERMS OF PAYMENT

Following the delivery of the final deliverable, COUNTY shall submit an invoice for the firm fixed price. Payment is due to COUNTY thirty (30) days from receipt of the invoice.

ARTICLE 7. CONFIDENTIALITY

A Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 8. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

Orthorectified digital color aerial photography (owned by Jefferson County, RPCGB, Birmingham). Each party retains full ownership in the data to use as it deems appropriate.

Photogrammetrically updated Digital Terrain Model (owned by Jefferson County, RPCGB). Each party retains full ownership in the data to use as it deems appropriate. Birmingham is granted an exclusive use license to this data. This license provides that Birmingham shall use the DTM data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Birmingham and RPCGB is granted an exclusive use license to this data. This license provides that Birmingham and RPCGB shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 9. FORCE MAJEURE

a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.

b. A delay in or failure of performance of either COUNTY or RPCGB shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.

c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 10. TERMINATION

This agreement can be terminated by a thirty (30) day written notice for any reason. Upon termination of this Agreement for any reason whatsoever, RPCGB will remove all data provided by the COUNTY from their respective computer systems in the event that payment has not been received from RPCGB by the COUNTY.

ARTICLE 11. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 12. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 13. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

RPCGB agrees that any data provided will be relied upon at their own risk. COUNTY will not be responsible for incidental, consequential, special damages, or any other damages of any type or character arising out of the use of any data, information, or products which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information or products for a particular purpose or any other use or purpose.

ARTICLE 14. NO THIRD PARTIES BENEFITTED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 15. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it, shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 16. ORDER OF PRECEDENCE

In the event of any inconsistency in this Contract (inclusive of documents, provisions or exhibits referenced or attached) and unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) General Provisions (i.e., Contract clauses); (2) SOW; (3) Other provisions of the Contract when attached or incorporated by reference.

ARTICLE 17. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral modification, or in accordance with the "Changes" clause of this Contract.

In the event the nature of the work or customer requires flow down of contract clauses, requirements and certifications, such addendums will be listed in this section and attached to the Contract document.

In witness whereof, the parties hereto have executed this Contract as of the date so indicated.

The Regional Planning Commission of Greater Birmingham
Charles Ball, Executive Director

Jefferson County Commission
James A. Stephens, President

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

Apr-7-2016-350

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 AT&T, Inc. to provide Metro Ethernet service across County facilities for the period 11/15/15 - 11/14/16 in the amount of \$325,000.

CONTRACT NO.: 00004530

Contract Amendment No. I

This Amendment to Contract entered into the 15th day of November 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and AT&T, hereinafter referred to as the "Contractor" to provide Metro Ethernet Service across County facilities.

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. 00004530. The original contract between the parties referenced above, was approved by the Commission on November 14, 2012.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: November 15, 2015 through November 14, 2016

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

JEFFERSON COUNTY COMMISSION

AT&T

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 and Stephens.

Apr-21-2016-351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Bruce Harris & Associates to provide the County with data quality control/quality assurance services related to the Orthophotography and Plainmetric Mapping Update Project in the amount of \$14,615.

CONTRACT

THIS AGREEMENT entered into this day of 2016, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Jefferson County, Alabama, hereinafter called "Jefferson County", party of the second part..

WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Jefferson County is desirous of having the Contractor provide Orthophotography and Planimetric Quality Control services to the County of Jefferson.

NOW, THEREFORE, in consideration of the covenants and conditions of the Contract, IT IS AGREED between the parties as follows:

SCOPE OF SERVICES

INTRODUCTION

1 Jefferson County has contracted to acquire new orthophotography as well as an update to planimetric features. The County requires that this data be quality controlled to ensure that the data meets project requirements and is without defects. Bruce Harris & Associates, Inc. (BHA) shall provide geodatabase design and quality control services.

SCOPE OF SERVICES

Task 1: Create Discrepancy Geodatabase

BHA will create a geodatabase template to be used for reporting issues. The geodatabase will contain a feature class(es) where BRA staff will draw polygon features in the locations where defects are found. Domain values will be reviewed and agreed upon with Jefferson County. Examples for orthophotography often include Image Shift, Blemish, Blending Error, Warped Road/Bridge, etc.

BHA Responsibilities:

- Create Geodatabase including feature class(es), domain values, fields, etc.

Jefferson County Responsibilities:

- Review Geodatabase Structure and Provide Feedback
- Approve Geodatabase Structure

Deliverable:

- Geodatabase Template to be used for this project

Task 2: Create Topology Rules for Planimetric Features

BHA staff will develop with the County topology rules for planimetric features. BHA will also combine feature classes when applicable for quality control purposes to ensure coincidence between features when applicable.

BHA Responsibilities:

- Create Geodatabase Topology Rules

Jefferson County Responsibilities:

- Review Geodatabase Topology and Provide Feedback
- Approve Geodatabase Topology

Deliverable:

- None

Task 3: Acquire All Source Data

Jefferson County shall provide all source data to be used for this project. The data will be shipped to BHA offices on external hard drives.

BHA Responsibilities:

- None

Jefferson County Responsibilities:

- Provide to BHA all source data required for this project free of charge Ship all source data to BHA on external hard drives or other mutually agreed upon media

Deliverable:

- None

Task 4: Topology Checks and Visual Inspection

Upon approval of the topology rules, BHA staff will perform any necessary data loading and data manipulation. Topology will be validated and errors inspected (many false positive results are anticipated) at 1" equals 100' scale. BHA staff will create discrepancy polygons when defects are found.

BHA Responsibilities:

- Validate Topology
- Perform Visual Inspection
- Create Discrepancy Polygons

Jefferson County Responsibilities:

- None

Deliverable:

- Discrepancy Geodatabase

Task 5: Visually Inspect Orthophotography

BHA will perform a visual inspection of orthophotography at 1" equals 200' scale. Whenever defects are found, BHA will create discrepancy polygons.

BHA Responsibilities:

- Visually inspect orthophotography
- Create discrepancy polygons

Jefferson County Responsibilities:

- None

Deliverable:

- Discrepancy Geodatabase

Overall Project Assumptions:

- ArcGIS 10.3 will be the GIS software package used for this project.
- All data will be provided to BHA at no cost.
- Point features in planimetrics will be excluded from visual inspection.
- No visual inspections will be performed in stereo.
- Services rendered by BHA shall cover the entire Jefferson County orthophotography and planimetric mapping update project area.
- BHA will submit monthly reports detailing the work that has been completed or in progress along with progress billing.

ADDITIONAL PROVISIONS

ARTICLE 1. SCOPE OF AGREEMENT

Services under this AGREEMENT shall be procured under a Firm Fixed Price (FFP) Contract. Jefferson County shall provide to BHA,

under the terms set forth in this AGREEMENT, a financial payment, in exchange for data Quality Control services delivered to Jefferson County by BHA and set forth in the Scope of Services, Statement of Work (SOW).

ARTICLE 2. CONSIDERATION

BHA will be paid a Firm, Fixed Price (FFP) of Fourteen Thousand Six Hundred Fifteen Dollars and Zero Cents - \$14,615.00. The price is in exchange for BHA providing Jefferson County with data quality control services of the Jefferson County Orthophotography and Planimetric Mapping Update project. These services are being provided to ensure that the acquired orthophotography data and planimetric data sets meet the accuracy specifications set forth by Jefferson County and are within ALDOR/ALDOT specification guidelines.

ARTICLE 3. PERIOD OF PERFORMANCE

The period of performance for all items specified hereunder shall be completed within two to three months from acquisition of all source materials.

ARTICLE 4. INVOICES AND TERMS OF PAYMENT

An original and one copy of invoice will be submitted at the end of each calendar month during the service period of the Contract to the following address:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. N
Birmingham, Alabama 35203

Invoices will reflect the total project percent completed or milestone(s) completed during the calendar month.

Payment is due to BHA thirty (30) days from receipt of a correct invoice. Jefferson County will make reasonable efforts to pay all invoices within thirty (30) days after receipt of a correct, formal invoice with appropriate documentation.

Notice of an apparent error, defect, or impropriety in an invoice shall be given to BHA within 14 days of receipt of the invoice by Jefferson County.

ARTICLE 5. CONFIDENTIALITY

A Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 6. RIGHT OF OWNERSHIP

All items developed and delivered as a result of the Scope of Services under this AGREEMENT shall become the property of Jefferson County.

ARTICLE 7. FORCE MAJEURE

a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.

b. A delay in or failure of performance of either Jefferson County or BHA shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.

c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 8. TERMINATION

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

attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

ARTICLE 9. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 10. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 11. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

ARTICLE 12. NO THIRD PARTIES BENEFITTED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ORDER OF PRECEDENCE

In the event of any inconsistency in this Contract (inclusive of documents, provisions or exhibits referenced or attached) and unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) General Provisions (i.e., Contract clauses); (2) SOW; (3) Other provisions of the Contract when attached or incorporated by reference.

ARTICLE 15. INDEPENDENT CONTRACTOR

BHA acknowledges and understands that the performance of this contract is as an independent contractor and as such, BHA is obligated for all applicable federal, state and local taxes, etc.

ARTICLE 16. 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.

ARTICLE 17. LIABILITY

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

ARTICLE 18. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral modification, or in accordance with the "Changes" clause of this Contract.

In the event the nature of the work or customer requires flow down of contract clauses, requirements and certifications, such addendums will be listed in this section and attached to the Contract document.

In witness whereof, the parties hereto have executed this Contract as of the date so indicated.

This Contract, as heretofore described, made and entered on this 2016.

BRUCE HARRIS & ASSOCIATES, INC.

Contractor

Bruce C. Harris, President

COUNTY OF JEFFERSON -Birmingham, Alabama

James A. Stephens, President - Jefferson County Commission

Bruce Harris personally appeared before me as an officer and agent of said corporation this 15th day of February, 2016

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 8 to the Agreement between Jefferson County, Alabama and Kronos, Inc. to provide annual maintenance and software updated for Kronos time clocks for the period 4/2/16 - 4/1/17 in the amount of 64,014.55.
CONTRACT NO.: 00003727

Contract Amendment No. 8

This Amendment to the original Kronos Sales, Software License, Services and Equipment Support Agreement entered into the 24th day of March 2009, as amended by Amendments 1 through 7, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos Incorporated, hereinafter referred to as the "Contractor" to provide maintenance and support for Kronos hardware and 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. 00003727. The original contract between the parties referenced above, was approved by the Commission on March 24, 2009, MB 157, Pages 569. All other terms and conditions of the original contract remain the same.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

Pursuant to Section D.2 of the Kronos Sales, Software License and Service Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support Term of the Contract from April 2, 2016 to April 1, 2017. The parties further agree that the Kronos Support Services Quote Contract Number 1141473 R03-DEC-15, dated December 15, 2015, in the amount of \$ 64,014.55 is incorporated herein by reference and shall be governed by the Terms and Conditions of the Contract.

AUTHORIZATION TO OFFER SERVICES:

April 2, 2016 to April 1, 2017

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

JEFFERSON COUNTY COMMISSION

James D. Stephens, President

KRONOS INCORPORATED

John G. O'Brien, Sr, Vice President, Global Sales

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

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, May 5, 2016.

President

ATTEST

Minute Clerk