

STATE OF ALABAMA)

JEFFERSON COUNTY) December 20, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 10:05 A.M., James A. Stephens, President, presiding and the following members present:

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

Invocation was led by Deacon Harvey Henley of Commission District 2 and the Pledge of Allegiance led by Commissioner Joe Knight.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the Minutes of December 6, 2016, and December 7, 2016, be accepted as read and approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Thursday, December 15, 2016, and moved for approval the following Committee items as a Consent Agenda, to be placed on the December 20, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1-8.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-9.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-11.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had items 1–6. Items 2 and 3 were addressed at the reconvened meeting on December 15, 2016.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-13.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the Committee Agenda’s be considered as a Consent Agenda and placed on the Commission Agenda for the Regular Scheduled Meeting on December 20, 2016. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens. Commissioner George Bowman was absent during the Work Session.

DEC-20-2016-1047

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

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case Z-2016-021 Steve F. Bromley, owner; James Bell, applicant requests a change of zoning on Parcel ID# 13-01-4-000-006.000 in Section 01 Twp. 16 South Range 2 West from A – 1 (Agriculture) to Institutional – 2 for a communal living facility for disabled veterans. (Case Only: 5092 Pinson Valley Parkway, Center Point, AL 35215) (PINSON VALLEY) (0.98 Acres M/L) be and is hereby denied.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above zoning case be and is hereby denied. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the entire agenda, resolutions 1 through 35 be adopted as presented. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Communications was read from Roads and Transportation regarding requests from the following utility companies for Excavation Permits:

- Request from Brighthouse Networks to install 710’ of 1 ½ inch communication duct and cable at 7150 Jefferson Metropolitan Parkway in McCalla.
- Request from Trussville Utilities Board to install 180’ of 1” gas main at 5900 Deerfoot Parkway in Trussville.
- Request from AT & T Corporation to install 784’ of buried cable at 3126 Allison Bonnett Memorial Parkway in Hueytown.
- Request from Southern Light, LLC to install 1,583’ of fiber optic cable on Grants Mill Road.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be and is hereby adopted. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Unusual Demands
12/20/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	135378	DONNIE R. GOODWIN	REFUND OF DIFFERENCE IN	78.52	182096	7794

				SINGLE+1 & FAMILY PREMIUM			
TOTAL					78.52		
10001003	COMMISSIONER DISTRICT 3	130580	ADVANCE ALABAMA MEDIA LLC	Subscription - Acct# 12000-15307770	22.88	181552	7736
TOTAL					22.88		
10001007	COUNTY MANAGER	100076	AUBURN UNIVERSITY	SPONSORSHIP FOR ACCMA WINTER CONFERENCE	3000.00	181319	7696
TOTAL					3000.00		
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	MILEAGE-BRADY RIGDON TO MONTGOMERY BOE APPEAL	99.36	182115	7799
10001200	COUNTY ATTORNEY	102770	STATE FARM INSURANCE COMPANY	DOC ID 21588147, OGLESBY V. GEN. MOTORS, ET AL.	36.50	181385	7704
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INV. 249149, OGLESBY V. GEN. MOTORS, ET AL.	268.20	181381	7704
10001200	COUNTY ATTORNEY	133099	ACTON CORPORATION	INVOICE NO. 575255	86.28	182111	7797
10001200	COUNTY ATTORNEY	135352	DRAKE ENTERPRISES, LLC	INV. 796-25504, SINGLETON V. JEFFCO	39.91	181379	7704
TOTAL					530.25		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	HELPDESK SUPPLIES	96.70	176914	7321
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	WIRELESS KEYBOARD FOR HD AND PHONE CASE	104.98	180691	7636
TOTAL					201.68		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A COFFEE MAKER FOR GARDENDALE SATELLITE	199.97	181386	7706
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A BRACKET FOR THE PARKING GATE BHCH	75.00	181388	7707

10002401	GEN SERV- ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A BREAKER DISCONNECT FOR BHCH	325.00	182086	7791
TOTAL					599.97		
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	POSTAGE TO SEND CONTACT CHANGE ORDER LATHAN ASSOCI	6.80	181518	7723
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	14FT CAT6 CABLE FOR INTERNETSERVICE FOR MACC UNIT	97.90	181519	7723
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT HEARLD,LEON,REACH, SIMMONS	53.01	181796	7769
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	REPLACEMENT PHONE CORDS	29.37	182120	7800
10004110	SF ENFORCEMENT - BHAM	105217	ANTHONY DOTSON	TRAVEL REFUND	200.00	181683	7758
10004110	SF ENFORCEMENT - BHAM	118995	WENDELL MAJOR	TRAVEL REFUND	111.00	181681	7758
10004110	SF ENFORCEMENT - BHAM	131711	ANGELA B FRAZIER	TRAVEL REFUND	81.88	181694	7758
10004110	SF ENFORCEMENT - BHAM	132684	WILLIAM PHARR	TRAVEL REFUND	302.56	181672	7758
10004110	SF ENFORCEMENT - BHAM	133575	GARY DALE GILLILAND	TRAVEL REFUND	302.56	181673	7758
10004110	SF ENFORCEMENT - BHAM	133628	KYOMI COLEMAN	TRAVEL REFUND	111.00	181688	7758
10004110	SF ENFORCEMENT - BHAM	133655	C J BUCHANNON	TRAVEL REFUND	413.72	181671	7758
10004110	SF ENFORCEMENT - BHAM	133951	DANIEL BILLINGS	TRAVEL REFUND	302.56	181674	7758

10004110	SF ENFORCEMENT - BHAM	134572	CATHY CARGLE	TRAVEL REFUND	276.35	181697	7758
10004110	SF ENFORCEMENT - BHAM	134603	JOHN WILLIAM WEST	TRAVEL REFUND	276.48	181676	7758
10004110	SF ENFORCEMENT - BHAM	134673	BRITTANY ROGERS	TRAVEL REFUND	92.46	181692	7758
TOTAL					2657.65		
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	BINDERS NEED FOR FIRE EVALUATION PLANS	4.80	182119	7800
TOTAL					4.80		
10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	UNIFORMS/SUPPLIES FOR RESIDENTS	350.96	182148	7810
TOTAL					350.96		
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Kitchen Supplies	136.60	181553	7738
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Kitchen Supplies	191.21	181957	7782
TOTAL					327.81		
10006000	HUMAN RESOURCES ADMIN	121452	SIOP-JOB NET REGISTRATIO N	MAILING LIST OF MEMBERS, FELLOWS & ASSOCIATES	164.16	181622	7749
10006000	HUMAN RESOURCES ADMIN	132459	BRANDON SHOLAR	REIMBURSE ASSESSOR TRAVEL EXPENSE OCT 6- 10,2016	242.40	181667	7756
10006000	HUMAN RESOURCES ADMIN	135397	MATTHEW GRABOWSKI	REIMBURSE ASSESSOR EXPENSES OCTOBER 6-10, 2016	125.00	182087	7792
TOTAL					531.56		
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	WORK BOOTS FOR ED ROHLING	164.99	178179	7524
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	REG FEE PAVEMENT PRES WORKSHOP BIJAY SINGH	150.00	181346	7700

21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	STEEL TOE WORK BOOTS FOR DALE MCGUIRE, PHONE CLIP	172.95	181376	7703
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	MASK,CONCRETE,MB POST,GRAVEL,WE CORD,HOOKS,PADS	318.96	181392	7709
TOTAL					806.90		
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS,PIPE FITTINGS,SPICKET COVER,WHEEL BARROW TIR	565.68	181215	7682
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CDL FEE, MISC LOCK TOOLS	65.88	181226	7683
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	SCREWS, NUTS, BOLTS, CHAINSAW PARTS - BESSEMER	268.67	181387	7705
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	PURCHASED A CONTROL BOARD FOR CAMP BESSEMER	190.32	181389	7708
TOTAL					1090.55		
21461420	TAX ASSESSOR STATE BESSEMER	100128	JEFF CO DEPUTY TREASURER	Car Magnets	65.00	182088	7793
TOTAL					65.00		
60407100	ESD GENERAL ADMINISTRATIO N	100193	JEFFERSON CO TREASURER	PLUMBERS LICENSE RENEWAL FOR ERICK REAVES	50.00	182027	7787
TOTAL					50.00		
60407102	BARTON LABORATORY	100193	JEFFERSON CO TREASURER	BULBS FOR FUMEHOOD	27.96	177412	7409
TOTAL					27.96		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	COIL;RADIO ADAPTOR ASSEMBLY;	432.14	181536	7731
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	COIL;V- BELT;CAPSCREWS;HEX NUTS;WASHERS;	472.25	181539	7732
TOTAL					904.39		

60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	fuses, belts, chain, drill bit and hardware	209.10	181328	7698
TOTAL					209.10		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Employee used his vehicle to answer alarm	20.25	181145	7679
TOTAL					20.25		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SOLENOID VALVE	117.33	181523	7728
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	OIL SEALS	34.56	181524	7728
TOTAL					151.89		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for pvc pipe	41.45	181115	7674
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	PETTY CASH FOR STAINLESS CLIPS	18.80	181120	7676
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for hoses for the grit at Turkey	215.84	181715	7760
TOTAL					276.09		
70101725	PERSONNEL BOARD INFO SERV	100193	JEFFERSON CO TREASURER	Mileage-C Johnson 11/03-21/16	38.88	182017	7786
TOTAL					38.88		
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA - PETTY CASH 12- 05-16	347.10	181541	7734
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PETTY CASH LEE RODGERS	478.00	182231	7824
70204500	EMERGENCY MANAGEMENT AGENCY	103828	AAEM	EMA - AAEM MEMBERSHIP DUES \$260	260.00	181558	7739
TOTAL					1085.10		
GRAND TOTAL					\$ 13,032.19		

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Unusual Demands Report be and is hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

**STAFF DEVELOPMENT
MULTIPLE STAFF DEVELOPMENT**

Revenue

Kitha Carr, Jennifer Woods, Keith Crawford, Sonya Stephens	
Daren Lanier, Theresa Rouse, Tracie Swanson	875.00
Alabama Licensing Officials Conference	
Prattville, AL – January 11-12, 2017	

Tax Assessor Birmingham

Letecia Parker	858.97
Angelia Douglas	858.97
Tax Sales and Redemption	
Montgomery, AL – January 24-27, 2017	

FOR INFORMATION ONLY

Personnel Board

Ayla Russell	149.00
Virtual Conference	
Birmingham, AL – December 16, 2016	

Sheriff

Calvin Avery	3,395.47
Byron Jackson	3,346.47
National Association of School Resource	
Washington, DC – July 21-29, 2017	
Dylan Misso	250.00
Advanced Roadside Interview Techniques	
Irondale, AL – December 8-9, 2016	

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Staff Development Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

DEC-20-2016-1048

PURCHASING DIVISION AGENDA REPORT
For Week of 11/25/16 – 12/01/16
Committee Meeting DECEMBER 15, 2016
For Commission Approval
DECEMBER 20, 2016

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

PREPARED DECEMBER 2, 2016

1. THERE ARE NO PURCHASING ITEMS TO REPORT.

PURCHASING DIVISION AGENDA REPORT
For Week of 12/02/16 – 12/08/16
Committee Meeting DECEMBER 15, 2016
For Commission Approval
DECEMBER 20, 2016

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

PREPARED DECEMBER 9, 2016

1. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM LACOM, INC. DBA AAA ENVIRONMENTAL SERVICE, BIRMINGHAM, AL, TO AWARD BID FOR REPAIR OF JANITORIAL EQUIPMENT FOR THE PERIOD OF 12/15/2016 – 9/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 12 – 17
REFERENCE MUNIS BID # 17006

2. RECOMMENDED FOR VILLAGE CREEK WWTP FROM AMSCO, JASPER, AL, TO AWARD BID FOR PURCHASE AND REPAIR OF MECHANICAL SEAL M105702 FOR THE PERIOD OF 12/20/2016 – 12/19/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 17 – 17
REFERENCE MUNIS BID # 17007

3. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM BIO-RAD LABORATORIES, REDMOND, WA, TO AWARD BID FOR THE PURCHASE OF QUALITY CONTROLS FOR THE PERIOD OF 12/20/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 7 – 17
REFERENCE MUNIS BID # 17002

4. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY, INC. FUQUAY VARINA, NC, TO RENEW BID FOR DISPOSABLE PILLOWS FOR THE PERIOD OF 1/22/2017 – 1/21/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FINAL YEAR.

REFERENCE BID # 28 – 15
REFERENCE MUNIS BID # N/A

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Purchasing Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

DEC-20-2016-1049

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/25/16 – 12/01/16, and 12/02/16 – 12/08/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Encumbrance Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

DEC-20-2016-1050

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission authorizes the following advertisement for a Public Hearing on the proposed action to consider, discuss, vote upon and take action on the adoption of a Resolution and Development Agreement authorizing and approving the use and grant of public funds to assist Grupo Antolin North America, Inc. d/b/a Antolin Alabama, Inc. ("Grupo") under which the County will provide financial incentives to Grupo for business development.

PUBLIC NOTICE
NOTICE OF PROPOSED ACTION

Notice is hereby given that on January 12, 2017, at 9:00 a.m., during its regularly scheduled Commission Meeting, the Jefferson County Commission will have a public meeting to consider, discuss, vote upon and take action on the adoption of a Resolution and Development Agreement authorizing and approving the use and grant of public funds to assist Grupo Antolin North America, Inc. d/b/a Antolin Alabama, Inc. ("Grupo"), under which the County will provide financial incentives to Grupo for business development. Grupo is a leading multinational company in the development, design and manufacture of interior components for the automobile industry. Grupo is leasing property located at 6801 Jefferson Metropolitan Parkway, McCalla, Alabama located within the County (the "Project Site") and plans to invest \$10,350,000 in the Project and hire up to 150 new full time employment positions by 2020, a minimum of 16 and a maximum of 73 of which will make more than \$47,000 annually. This investment by Grupo will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County. The public funds to be granted to Grupo will consist of a payment by the County of a maximum of \$2,000 for each new full time employment position hired by 2020 at a minimum of \$47,000 annually, up to a maximum total payment of \$146,000, as more fully set out in the Development Agreement.

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

Notice of this public meeting is being published pursuant to the requirements of Amendment 772 to the Constitution of Alabama of 1901 (also known as Section 94.01 of the Constitution of Alabama of 1901), as amended, and all other applicable laws, to the extent applicable.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1051

This resolution is made this 20th day of December, 2016, by the Jefferson County Commission (the "Granting Authority") to grant a tax abatement for Cascades Sonoco US Inc. ("Cascades").

WHEREAS, Cascades proposes a major addition to their existing facility (the "Project"), located within the jurisdiction of the County; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Ala. Code §§ 40 9B 1 *et seq.*) (the "Act"), Cascades has requested from the Granting Authority an abatement for the Project of (i) all state and local non-educational ad valorem taxes and (ii) all construction related transaction taxes (except those local construction related transaction taxes levied for educational purposes or for capital improvements for education), as such terms are defined in the Act; and

WHEREAS, Cascades has requested that the abatement of state and local non-educational ad valorem taxes be extended for a period of ten years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of Cascades and the completed Application to Local Granting Authority for Abatement of Taxes (a copy of which is attached) (the "Application") filed with the Granting Authority by Cascades, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Application to be sufficient to permit the Granting Authority to make a reasonable cost benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the Project will involve a capital investment of approximately \$16,100,000; and

WHEREAS, Cascades has the power to enter into, and to perform and observe the agreements and covenants on its part contained in that certain Tax Abatement Agreement herewith by and between Cascades and Jefferson County (the "Tax Abatement Agreement"); and

WHEREAS, the Granting Authority represents and warrants to Cascades that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Approval is hereby given to the Application and abatement is hereby granted to Cascades for (a) all state and local non-educational ad valorem taxes and (b) all construction related transaction taxes (except those construction related transaction taxes levied for educational purposes or for capital improvements for education as the same may apply to the fullest extent permitted by the Act). The period of abatement for the non-educational ad valorem taxes shall extend for a period of ten (10) years for each piece of personal property purchased within two (2) years of the beginning of the abatement period, said abatement to start on a property basis, on October 1st following the date and time Cascades takes possession of each said piece of personal property.

Section 2. The Granting Authority is authorized to enter into the Tax Abatement Agreement, with such changes therein as the officer or officers executing the same shall approve as necessary or desirable, such approval to be conclusively established by the execution thereof, to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the Application and the Tax Abatement Agreement, shall be forwarded to Cascades to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purposes of the foregoing of this resolution and the Granting Authority's President is authorized to execute the Tax Abatement Agreement, with such changes therein as the officer or officers executing the same shall approve as necessary or desirable, such approval to be conclusively established by the execution thereof, and any other documents that may be required.

I hereby certify that the above and foregoing was duly adopted by the Jefferson County Commission of Alabama at a meeting held on December 20, 2016.

Millie Diliberto
Minute Clerk

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the 14th day of December, 2016, by and between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and CASCADES SONOCO US INC. a South Carolina corporation ("Company").

RECITALS:

WHEREAS, the Company's North American Industry Classification System (NAICS) Code 322299 meets the qualification of an industrial or research enterprise in accordance with Section 40 9B 3(10), Code of Alabama 1978, as amended; and

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the County; and

WHEREAS, the Project is estimated to be completed by the 3111 day of October, 2017; and

WHEREAS and will be located within the jurisdiction of the COUNTY OF JEFFERSON, and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40 913 1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the County an Abatement of:

- All state and local non-education property taxes
- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the County has considered the request of the Company and the completed applications filed with the County by the company, in connection with its request; and

WHEREAS, the County has found the information contained in the Company's application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and is determine the economic benefits to the community, and determined that the major addition to the existing facility, in the State of Alabama and in Jefferson County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, at its meeting held on the 20^x day of December, 2016 (the Meeting), the County approved the Company's application for abatement of:

- All state and local non-educational property taxes for a period of ten (10) years from the completion date of the Project,
- All construction related transaction taxes, except those local construction related transaction taxes levied for education purposes.

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment fine hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the Company applying for the abatement, and

WHEREAS, for the purposes of the abatement of all non-educational property taxes it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. Section 267, with respect to the Company prior to the effective of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise; Predominantly as~ described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sections 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4853 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 1155111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40 9B 3(a)(10), Code of Alabama 1975, as amended, or a target of the state's economic development efforts pursuant to the decelerate Alabama Strategic Economic Development Plan adopted in January, 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto; and

WHEREAS, the Project is a major addition to an existing facility and the request for abatement of all state and local non-educational property taxes and/or construction related transaction taxes does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes and construction related transaction taxes does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, the Project is a major addition to an existing facility and the addition equals the lessor of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the County represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the County;

NOW, THEREFORE, the County and the Company in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

(a) Abatement of state and local non-educational real property ad valorem taxes with respect to the Company's Investment in the Project. The abatement period shall last for a period of ten (10) years.

(b) Abatement of state and local non-educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of personal property purchased within two (2) years of the beginning of the abatement period, said abatement to start on a property basis, on October 15' following the date and time Company takes possession of each said piece of personal property.

(c) Construction related transaction taxes: abatement of the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1 975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The County and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated.

(a) The non-educational personal property taxes are expected to be average at \$35,412 per year and the maximum period for such abatement shall be valid for a period of ten (10) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$304,176, and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$16,100,000.00

(b) Number of individuals to be employed initially at the project and in each of the succeeding three years:

Initially <u>20</u>	Year 1 <u>20</u>	Year 2 <u>20</u>	Year 3 <u>20</u>
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(c) Annual payroll initially at the project and in each of the succeeding three years:

Initially \$886,420	Year 1 \$904,148	Year 2 \$922,231	Year 3 \$940,676
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4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40 913 6 (c) of the Act.

5. The Company will provide an annual report to the County Manager's Office and the Tax Assessor's Office outlining the progress (job creation and annual payroll) accomplished in accordance with the tax abatement agreement.

GENERAL TERMS

Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

Public Notice. The Company and County agree to publish a joint press release no later than the day of Committee Meeting wherein the tax abatement is placed on the Commission agenda for approval. Additionally, at a time deemed convenient to both the Company and County the parties agree to host a public press conference at an on-site ground breaking ribbon cutting ceremony,

Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in the attachment are determined to have been misrepresented, whether intentionally, negligently, or otherwise, the County may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items which are identified on the application form for abatement of taxes are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

Local. Company will use its commercially reasonable efforts to identify, recruit and hire qualified residents of the County for its available employment positions with its various business operations at the Project site. Additionally, Company agrees to give preference to using local contractors, builders, suppliers and vendors as it is reasonably able.

Assignment. The Company may not assign or transfer this Agreement or any interest herein or any part hereof to another entity, other than an affiliate, without the written consent of the County. Any assignment or transfer inconsistent with the terms hereof shall nullify and make void any obligation of the County otherwise required herein.

Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of

Alabama. By executing this Agreement, Company consents to the jurisdiction and venue of the courts of Jefferson County, Alabama with respect to any matter arising hereunder.

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

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

To the County: County Manager
Room 251
716 Richard Arrington Jr. Blvd N
Birmingham. Alabama 35203
Tax Assessor
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Room 170
Birmingham, Alabama 35203

With a copy to:
County Attorney
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Room 280
Birmingham, Alabama 35203

To Company: Cascades Sonoco US Inc,
Guillaume Turgeon
170 Cleage Drive
Birmingham, Alabama 35217

With a copy to:
Cascades Specialty Products Group
Jerome 'Nadeau
404 Marie Victoria Boulevard
Kingsey Falls (Quebec) Canada JOA I BO

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

Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof:

Immigration Act Compliance. (a) With respect to individuals employed by Company at the Project Site, Company represents and warrants that it does not and will not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act and that, during the performance of this Agreement, Company shall participate in the C Verify program as required under the terms of the Act.

(b) Company covenants that Company shall not hire, retain or contract with any contractor which Company knows is not in compliance with the Act.

(c) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement Sent, 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,

(d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement.

Representations and Warranties. Company makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Company is a duly organized and existing South Carolina corporation. In good standing, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of Company's undersigned officer have been duly authorized by a resolution duly adopted by Company's board of directors and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on Company to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Company hereunder, five been duly taken.

(d) The execution and performance of this Agreement by Company do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Company is a party.

(e) Company certifies that it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability at its discretion.

The representations, warranties and covenants made by Company herein shall survive; the performance of any obligations to which these representations, warranties and covenants relate.

Relationship of Parties. The County and Company agree that nothing contained in this Agreement, or any act of Company or of the County, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Company and the County other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the County has no investment or equity interest in the business of Company, and shall not be liable for any debts of Company, nor shall the County be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Company, nor shall Company at any time or times use the name or credit of the County in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of Company and its successors and assigns and shall be binding upon and shall inure to the benefit of the County and its successors and assigns.

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

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.
CASCADES SONOCO US INC.
Jerome Nadeau, Secretary

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-201-2016-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and the General Retirement System for Employees of Jefferson County to purchase a system that will interface the new Kronos Human Resource System and to service the Jefferson County Employees and fulfill its obligations under the Pension Law.

STATE OF ALABAMA
JEFFERSON COUNTY

MEMORANDUM OF AGREEMENT

WHEREAS, Alabama Act 2013 415 (herein "the Pension Law") requires Jefferson County, Alabama (herein "the County") to provide to the General Retirement System for Employees of Jefferson County (herein "GRS") current and timely payroll, employment, attendance and other electronic data pertaining to County employees (herein "Pension Data") to permit GRS to administer the County retirement system in accordance with the Pension Law; and

WHEREAS, recent improvements to the County's electronic data storage and retrieval system necessitate the purchase of compatible pension administration software ("PAS") to permit GRS to continue to receive pension data from the new County system and fulfill its obligations under the Pension Law; and

WHEREAS, the parties hereto have identified Pension Gold as the most economical and appropriate PAS and desire to accept the attached Proposal dated November 4, 2016 from Levi, Ray & Shoup, Inc ("the Proposal") for the installation, licensing, maintenance and support of the PensionGold product; and

WHEREAS, the parties hereto desire to enter into this Memorandum of Agreement to set forth their mutual obligations with respect to reimbursement of GRS by the County for the purchase, implementation, licensing, maintenance and support of the PensionGold product set forth in the attached Proposal, which is incorporated into this Memorandum of Agreement as if fully set out herein.

NOW THEREFORE, in consideration of the foregoing and the following, the parties hereto agree as follows:

1. GRS shall purchase the PensionGold PAS under the terms and conditions set forth in the attached Proposal and shall be the licensee thereof.
2. GRS shall purchase the necessary hardware to operate the PensionGold PAS.
3. GRS shall employ a qualified Project Manager to manage the process of conversion to the new PensionGold PAS.
4. The County shall timely reimburse GRS in full for the costs incurred by GRS, including change orders and future upgrades, pursuant to the attached Proposal, in connection with (a) the purchase of the PensionGold PAS and (b) the annual licensing, maintenance and support of the PensionGold PAS. The County shall timely reimburse GRS in full for all of the costs incurred by GRS in connection with the Project Manager selected by GRS to manage the process of conversion to the new PensionGold PAS. At the time of execution of this Agreement the parties hereto anticipate the County's reimbursement obligations to include the following, exclusive of change orders and future upgrades:

Implementation (One-time Costs)

PensionGold Perpetual license	\$	305,280
Implementation Services	\$	1,201,500
Travel Expenses	\$	26,730
Maintenance	\$	61,056
Project Manager	\$	32,000
Total Implementation Costs	\$	1,626,566

Annual Costs May increase but limited to increase of 5% annually

Annual Software Maintenance	\$	61,056
Annual Operational Support	\$	89,000
Total Annual Costs	\$	150,056

5. To effectuate paragraph 4 above, GRS shall submit to the County invoices for reimbursement. The County shall pay in full such invoices within thirty (30) calendar days. In the event said invoices are not timely paid, not paid in full or both, GRS shall be authorized to a set off for such unpaid amounts against any obligations of GRS to the County. In the event legal action becomes necessary for GRS to collect such reimbursement, the County shall pay all costs of collection including a reasonable attorney fee.

6. GRS shall use its best efforts to keep the foregoing costs within both the terms and conditions of the attached Proposal and the amounts budgeted by the County for this project.

7. During the period of conversion to PensionGold PAS the County shall keep the legacy systems operational so that pension data is continuously available to GRS during said period.

ACCEPTED AND AGREED TO this the 14th day of November, 2016.

FRANK C. JONES
Chairman
General Retirement System

JAMES A. STEPHENS, JR.
President
Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1053

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a License Agreement between Jefferson County, Alabama and Azteca Systems, LLC for the purpose of upgrading the County's current Cityworks AMS License Agreement to the Cityworks AMS Premium Enterprise License Agreement in the amount of \$110,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1054

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- Jefferson County Employee Credit Union Visa Credit Card Statement with a closing date of December 2, 2016.
- Regions Bank Visa Credit Card Statement with a closing date of November 30, 2016.

Motion was made by David Carrington and seconded by Sandra Little Brown that the above Credit Card Statements be ratified. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1055

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment II to the Agreement between Jefferson County, Alabama and Max Michael, MD to extend the term for provision of medical services to County patients in the amount of \$41,600.00.

STATE OF ALABAMA
JEFFERSON COUNTY

Contract ID: CON 00007078
Max Michael, MD

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Max Michael, MD, hereinafter referred to as "Physician," is hereby effective on March 1, 2017 as follows:

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:

Amendment I to the contract between the parties which was approved by the Jefferson County Commission on January 21, 2016, and recorded in Minute Book 169; Page(s) 240, is hereby amended as follows:

- Extend the term of this contract to March 1, 2017 February 28, 2018.
- Compensation shall not exceed the original contract amount of \$41,600 for this term.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA
 James A. "Jimmie" Stephens, President

PHYSICIAN
 Max Michael, MD
 Date: 12/20/2016

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1056

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment I to the Agreement between Jefferson County, Alabama and Delbert Hahn, MD to extend the term for provision of medical services to County patients in the amount of \$180,000.00.

STATE OF ALABAMA)

Contract ID: CON 00008168

JEFFERSON COUNTY)

Delbert H. Hahn, MD

AMENDMENT TO CONTRACT

This is Amendment I to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Delbert H. Hahn, MD, hereinafter referred to as "Radiology Provider," is hereby effective as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 18, 2015, and recorded in Minute Book 169; Page(s) 312, is hereby amended as follows:

- Extend the term of this contract from February 1, 2017 to January 31, 2018.
- Compensation shall not exceed the original contract amount of \$180,000 for this term.

- All other terms and conditions of the original contract remain the same.

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

PROVIDER,
Delbert H. Hahn, MD
Date: 12/20/2016

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Dec-20-2016-1057

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Cardinal Health 200, LLC to amend the Advantage New Program Purchase Agreement and Exhibit A as follows;

Advantage Now™ Program
Product Purchase Agreement

JEFFERSON COUNTY COMMISSION ("Customer") and Cardinal Health 200, LLC ("Cardinal Health") hereby enter into this Product Purchase Agreement ("Agreement") for the purchase of the products identified on Exhibit A attached hereto ("Reagents"). The effective date of this Agreement shall be the last date of signature by the parties on this Agreement ("Effective Date").

1. Purchase Price. Subject to the provisions set forth herein, Customer shall pay Cardinal Health for the products, as full and complete consideration therefore, the amounts set forth in Exhibit A (hereinafter "Purchase Price").
2. Purchase Commitment. The Purchase Price is provided in consideration of Customer's commitment to purchase from Cardinal Health an average of at least \$18,595.18 worth of products per month ("Minimum Purchase Commitment"). Each calendar quarter, Cardinal Health will review Customer's product purchases that are made hereunder and if Customer's average product purchases per month over the prior calendar quarter period fail to meet or exceed the Minimum Purchase Commitment then upon thirty (30) days written notice to Customer, Cardinal Health may increase the Purchase Price. If Customer does not agree with the new Purchase Price, then Customer may terminate this Agreement upon providing Cardinal Health with fifteen (15) days written notice prior to the date on which the new Purchase Price becomes effective.
3. Payment Terms. Customer's payment terms, including late payment fees, are set forth in the agreement between Customer and Cardinal Health governing the distribution of medical surgical products from Cardinal Health to Customer ("Distribution Agreement"). In the event there is no Distribution Agreement, or there are no payment terms set forth therein, then the payment terms are net thirty (30) days. Any past due invoice will be assessed interest at a 1.5% monthly (18% annual) rate or the highest amount allowed by law, if lower. Until the products are paid for in full, Customer grants Cardinal Health and Cardinal Health retains a security interest in the products. Cardinal Health will have a security interest in any deposit(s) to secure payment to Cardinal Health (or its affiliates) of all of the Customer's obligations, existing and future. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may exercise a right of set off against any and all amounts due the Customer or its facilities. For purposes of this section, Cardinal Health shall be deemed to be a single creditor. The Customer will give Cardinal Health any and all credit information Cardinal Health requests not less than thirty (30) days before the Customer initial purchases under this Agreement and, after that, as Cardinal Health may reasonably request from time to time. No late fees will be assessed for disputed portions of any invoice.

4. Term and Termination. The term of this Agreement shall commence as of the Effective .Date and continue for 60 Months ("Initial Term"). Notwithstanding the foregoing, Cardinal Health may terminate this Agreement during the Term upon sixty (60) days advanced written notice to the Customer. Either party may terminate this Agreement effective immediately upon written notice: (a) in the event the other party shall file for bankruptcy, is adjudicated bankrupt, files for protection under the insolvency laws, makes an assignment for the benefit of its creditors, is dissolved or has a receiver appointed for its property, or (b) in the event of a material breach of the Agreement by the other party that remains uncured for thirty (30) days, after written notice is given to the breaching party specifying the nature of the breach.

5. Manufacture Price Increase. Notwithstanding anything to the contrary set forth herein if the manufacturer or supplier of the products increases the price of the products, Cardinal Health will pass on a corresponding price increase to the Customer.

6. Warranty. Cardinal Health warrants that any products it manufactures shall, as of the date of shipment, be fit for the purposes and indications described in the products labeling. Notwithstanding the foregoing, any warranties provided by Cardinal Health shall not apply in the event that any products delivered pursuant to this Agreement is misused, altered, damaged or used other than in accordance with product's label, inserts, or other instructions provided by Cardinal Health. Cardinal Health does not warrant products that it does not manufacture; however, to the extent assignable, Cardinal Health will assign to the Customer the manufacturer warranties for such products. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY WILL BE, AT CARDINAL HEALTH'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS.

7. Limitation of Liability. IN NO EVENT SHALL CARDINAL HEALTH BE LIABLE. WHETHER IN CONTRACT OR TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE OR FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS.

8. Confidentiality. Neither the Customer nor Cardinal Health may disclose the terms of this Agreement to a third party without advance written consent of the other party, except as required by law or as necessary to perform our obligations under this Agreement.

9. Entire Agreement. Except for the Distribution Agreement which sets forth the terms and conditions under which Customer purchases the products from Cardinal Health, this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations related thereto. All Exhibits are hereby incorporated by reference and made a part of this Agreement. The terms and conditions of this Agreement are intended to govern the purchase and sale of the products, and any conflicting terms and conditions, or additional terms and conditions, in any Customer or Cardinal Health prepared document shall not apply.

10. Execution in Counterparts. This Agreement may be executed in one or more counterparts and delivered by facsimile or electronic mail, each with original signature visible, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Agreement, the terms of this Agreement shall control. If this Agreement is not fully executed and returned by Customer on or before October 25, 2016 the offer set forth herein shall expire.

CUSTOMER:

JEFFERSON COUNTY COMMISSION COOPER GREEN HOSPITAL
James A. Stephens, President

Cardinal Health 200, LLC
Bob Moulton
Director Capital Equipment Leasing Services

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and CompHealth as follows;

AGREEMENT FOR PHYSICIAN LOCUM TENENS COVERAGE
WITH FEE SCHEDULE

This Agreement for Physician Locum Tenens Coverage with Fee Schedule ("Agreement") by and between Jefferson County Commission dba Cooper Green Mercy Health Services ("Client"), with its principal place of business located at 1515 6th Avenue South, Birmingham, AL 35233, and CompHealth ("CompHealth"), with its principal place of business located at 6440 South Millrock Dr., Suite 175, Salt Lake City, UT 84121 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of November 17, 2016 ("Effective Date").

1. INTENT OF AGREEMENT

Client is in need of physician locum tenens staffing services. CompHealth is a locum tenens staffing company. By this Agreement, the Parties intend that CompHealth may present physicians ("Physician(s)") to provide clinical services to Client on a temporary basis ("Physician Coverage") for the time periods requested by Client ("Assignment(s)"). This Agreement describes the relationship between the Parties with respect to Physician Coverage.

2. DUTIES OF COMPHEALTH

2. A Arrangement of Assignments. In response to Client's request for Physician Coverage and subject to availability, CompHealth may present Physicians to Client for consideration. Client has the right to reject any Physician so presented. Client may request an unlimited number of Assignments hereunder.

2. B Confirmations. After arrangements have been made for a Physician to furnish Physician Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Physician, the requested Assignment shall be binding upon Client and confirmed in writing by CompHealth via an acknowledgment sent to Client ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Physician furnishing services hereunder, the dates and location of the Assignment, the applicable Contract Buyout Fee (as defined below) and deviations to this Agreement for that Assignment, if any. In the event that a range of Fees is specified in Paragraph 4.A below, then the Confirmation will also include the actual Fee applicable for that Assignment. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than two (2) business day(s) after receipt. If Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Physician. CompHealth's failure to send a Confirmation or incorrect, incomplete or delayed Confirmations will not create a right of cancellation by Client. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation shall be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

2. C Physicians as Independent Contractors of CompHealth. Each Physician is an independent contractor of CompHealth. CompHealth shall be responsible for compensating Physicians directly. As independent contractors, neither CompHealth nor Client will withhold or pay employment taxes for Physicians or furnish Worker's Compensation, unemployment insurance, retirement benefits or health and accident insurance. CompHealth's interest is in facilitating Physician Coverage. CompHealth does not make clinical decisions for Physicians and does not otherwise direct or control the clinical services furnished by Physicians. CompHealth makes no guarantee regarding any Physician and specifically disclaims the same.

2. D Licensure. CompHealth shall require each Physician furnishing Physician Coverage hereunder to be appropriately licensed. Physician shall be responsible for maintaining his or her license in good standing, if applicable. Client is

responsible for the applicable costs associated with obtaining licensure for each Physician that furnishes Physician Coverage hereunder,

2. E Assignment of Billing Rights, Chart Documentation. Fees due from patients as a result of Physician Coverage belong to Client. CompHealth agrees to direct Physicians to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Physicians to promptly complete chart documentation. Client shall furnish Physician with orientation to Client's charting processes at the start of an Assignment and furnish Physician adequate time to complete charting during the Assignment. Client shall promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Physician's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Physician's departure from an Assignment.

2. F Professional Liability Insurance. CompHealth shall provide professional liability insurance coverage for each Physician while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the aggregate or such limits as may be required by law. If the insurance is on a claims made basis, CompHealth shall be responsible for arranging and maintaining adequate "tail" coverage to cover all claims which may be brought in connection with locum tenens physician services rendered by Physician to Client, regardless of when the claim is made. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Physician to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

3. DUTIES OF CLIENT

3. A Client to Furnish Practice Description, Establish Work Schedule. For each Assignment, Client shall provide a practice description ("Practice Description"), Client agrees to not request Physician to perform work which materially deviates from the Practice Description. Client shall provide each Physician with a reasonable work schedule, the details of which shall be outlined in the Practice Description for each Assignment. Client shall assist Physician and CompHealth, as applicable, with completion of Physician's work records as may be required.

3. B Client to Furnish Equipment and Supplies, Privileges. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client will use all commercially reasonable efforts to complete Physician's privileges at Client's worksite prior to the Assignment start date. Client is responsible for the costs associated with obtaining privileges for each Physician that furnishes Physician Coverage hereunder.

3. C Housing & Travel Arrangements. Unless otherwise specified in the Confirmation, Fees are all inclusive and no housing and travel charges will be assessed to Client.

3. D Practice Standards. Client shall comply with all applicable Joint Commission standards (if so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Physicians to comply with Client's policies and procedures and all applicable professional standards, laws, rules, regulations and Joint Commission standards if Client is so accredited. Client is responsible to inform Physicians of Client policies and procedures, including Joint Commission standards, if so accredited.

3. E Risk Management and Incident Reporting Cooperation. Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. If Client is itself a staffing company or group that provides medical coverage to facilities, Client agrees to require its clients to agree to promptly notify Client and CompHealth of any incidents or claims which may give rise to a claim under CompHealth's

professional liability policy of insurance. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Paragraph 3.E shall survive any termination of this Agreement.

3. F Change in Worksite Location. Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. If Client wishes to change the location of the worksite, and such change results in the Physician having to commute more than thirty (30) minutes or thirty (30) miles from Physician's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Physician for the change, which may include but is not necessarily limited to charges for Costs (as defined in Paragraph 5.A below) incurred in securing housing accommodations closer to the new worksite.

4. FEES

4. A Fee Schedule. Client shall pay CompHealth fees ("Fee(s)") for Physician Coverage as specified below ("Fee Schedule"):

\$150.00	Hourly	Per hour worked Monday - Friday
\$50.00	Administrative Daily Fee	Per day worked
\$30,000.00	Fee	Contract Buyout Fee

If a range of Fees is specified above, then the Confirmation shall list the actual Fee applicable to the Assignment. If Client requests a Physician whose specialty is not listed in the Fee Schedule, the Fees for Physician Coverage shall be specified in the Confirmation for that Assignment or the Fee Schedule may be immediately updated in writing by CompHealth to add the new specialty(ies) requested by Client (such update may be achieved by an electronic mail or facsimile communication to Client which specifies the rate for a requested specialty not already addressed in the current Fee Schedule; any such communication shall be incorporated by this reference into the Fee Schedule). Fees already established may be amended by CompHealth from time to time to reflect current market rates with thirty (30) days advance written notice to Client except that such Fee adjustments shall be applicable only to Assignments requested subsequent to the date of such written notice and no Fee adjustment shall be applicable to any Assignment in process at the time such notice is given unless the Parties so agree. If the Parties agree, Fees may be adjusted for Assignments in process pursuant to this Paragraph 4.A by the issuance of a subsequent Confirmation as referenced in Paragraph 2.B.

4. B Prepayment. CompHealth reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. CompHealth will bill actual charges and reconcile those charges against any pre payments made by Client. Upon reconciliation should a credit balance result, CompHealth will, at its discretion, refund the difference or apply the credit towards Fees.

4. C Invoicing. Fees are invoiced bi weekly. Fees are determined based upon Physician's work record. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Payment for each two week period is due within fifteen (15) days after the date of invoice.

4. D Holiday Premium. Intentionally omitted.

4. E Failure to Issue Confirmation. Should CompHealth fail to issue a Confirmation for any Assignment such circumstance shall not abrogate Client's responsibility for payment of Fees for the Physician Coverage received. In that instance, Fees shall be charged as follows: a) as listed in the Fee Schedule above; or b) if the applicable specialty is not covered by the Fee Schedule, the current market rate as mutually agreed upon by the Parties for that specialty.

5. TERM, CANCELLATION AND REMOVAL OF PHYSICIAN

5. A Cancellation of an Assignment. For all Assignments for which verbal acceptance of a Physician has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon receipt. In the event that Client provides less than thirty (30) days' notice of cancellation Client shall be responsible as liquidated damages but not as a penalty for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment in addition to any Fees for Physician Coverage actually performed. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") that may result from cancellation as described in this Paragraph 5.A. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it

requested an Assignment, in the event that a Physician is not granted privileges required for any Assignment or does not meet Client's minimum credentialing requirements, then Client shall not be liable for any Damages associated with cancellation. Client may be requested to provide documentation evidencing that Physician does not meet Client credentialing requirements or was not granted privileges.

5. B Removal of Physician for Reasons Relating to Competence. Should Client determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information. CompHealth shall verify and assess the reason for the requested removal and promptly notify Physician of the removal. CompHealth reserves the right to first counsel Physician and provide an opportunity for Physician to correct any deficiencies prior to any such removal if, in Client's reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Physician from an Assignment for discriminatory reasons.

5. C Inability to Fill Requests for Physician Coverage. CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Physician has been verbally accepted by Client shall be binding upon CompHealth. If a Physician for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Physician but shall have no other liability.

5. D Termination of Agreement. Either Party may terminate this Agreement or any Assignment with thirty (30) days' notice, subject to Paragraph 5.A above, Termination by Client must be in writing. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement. The obligation to pay monies due under this Agreement shall survive termination.

5. E Term. The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods (each a "Renewal Term") until terminated in accordance with Paragraph 5.1) above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

6. CONTRACT BUYOUT

6. A Client Offer of Position to Physician. Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician's services), offer Work (as defined below) to any Physician introduced to Client by CompHealth for a period of twenty four (24) months after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of twenty four (24) months after the last day of Physician's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a contract buyout fee in the amount as listed in the related Confirmation ("Contract Buyout Fee") per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CompHealth. The decision to offer a Physician Work hereunder shall exclusively be Client's or the third parties, as applicable, and CompHealth shall bear no liability for Client's or a third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Physician as a candidate to provide Physician Coverage or should CompHealth or fail to list a Contract Buyout Fee in a Confirmation, the Contract Buyout Fee shall be the amount listed in the Fee Schedule in Paragraph 4.A or some other amount as mutually agreed upon by the Parties. This Paragraph 6.A shall survive termination of this Agreement.

6. B Client Notification of Previous Knowledge of Physician, Client must inform CompHealth in writing within two (2) business days if any Physician presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

6. C Contract Buyout Fee Payment Terms. Client shall notify CompHealth at least thirty (30) days in advance of offering Work (as defined below) to any Physician. If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CompHealth shall not assess further Fees for that Physician.

6. D Definition of Work. For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

7. STANDARDS OF SERVICE

7. A Medicare and Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CompHealth the Physicians and for Client its physicians and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

7. B Health Insurance Portability and Accountability Act of 1996 (HIPAA). In order to carry out its insurance obligations hereunder and for risk management purposes, CompHealth occasionally may receive or request patient information. CompHealth may be deemed to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). As a business associate, CompHealth agrees to: a) implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information" or "PHI", including electronic PHI) as required by HIPAA; b) use and disclose only the minimum necessary PHI; c) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; d) promptly notify Client of disclosures of PHI in violation of HIPAA; e) promptly make PHI available to Client and patients upon request;. CompHealth acknowledges that PHI received from Client shall remain Client's property and that within ten (10) business days of Client's request or upon termination of this Agreement, said PHI shall be returned to Client or be destroyed, if Client so directs. If such return or destruction is infeasible, CompHealth shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PHI.

7. C Availability of Books and Records. To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

&GENERAL

8. A Interest and Attorney's Fees. Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred in connection with collection efforts to enforce this Agreement. Client agrees to pay interest at a rate of 1 1/2 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

8.B Patient Compensation Funds. Client agrees to reimburse CompHealth for the actual amounts assessed against CompHealth in connection with Physician Coverage performed under mandatory state patient compensation or medical professional liability funds when Physician Coverage is furnished in a state with such funds.

8.C Entire Agreement. This Agreement contains the entire agreement between CompHealth and Client relating to Physician Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Physician Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Physician Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. The Fee Schedule may be amended by CompHealth unilaterally pursuant to Paragraph 4.A and such amendment shall not require Client's signature. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

8. D Notices. For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

8. E Severability, Successors, Discrimination, Governing Law. If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Physician on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. . This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement, The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake County, Utah.

8. F Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities. In the event that Client is itself a staffing company or medical group using CompHealth Physicians to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Paragraphs 3.A, 3.B, 3.D, 3.E and 7.A of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Physicians to provide clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

8. G Facsimile Signature Deemed Original. A facsimile signature hereon shall have the same effect as an original.

8. H Limitation of Liability. In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the .possibility or likelihood of such damages. The foregoing exclusions and limitations of liability shall not apply with regard to Client's liability for breach of any obligations outlined in Sections 3 and 5.

8. I Handwritten Revisions, Additional Terms or Purchase Orders. Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected. The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

8. J Alabama Code § 31 13 9. The Parties agree that during the Term of this Agreement, neither Party will knowingly violate federal immigration laws nor employ, hire for employment, or continue to employ any unauthorized aliens within the State of Alabama. Furthermore, should a Party be found to be in violation of this Paragraph B.J, such Party shall be deemed to be in breach of the Agreement, and shall be responsible for all damages incurred by the non-breaching Party, but only in proportion to and to the extent directly arising of said Party's breach of this Paragraph 8.J hereunder.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Agreement for Physician Locum Tenens Coverage with Fee Schedule. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

JEFFERSON COUNTY COMMISSION DBA COOPER

COMPHEALTH

GREEN MERCY HEALTH SERVICES

Sales Manager

James A. Stephens, President

Federal Tax ID# 63-6001579

Mark Austin,

JE# 72008

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1059

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Professional Services Agreement between Jefferson County, Alabama and Henry Mabry to provide assessment of Cooper Green Mercy Health Services as follows;

STATE OF ALABAMA)
JEFFERSON COUNTY)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of, by and between Jefferson County, Alabama, hereinafter called "the County", and Henry Mabry located at 615 Hubbard Street, Montgomery, AL 36106, hereinafter called "the Contractor"

WHEREAS, the County desires to contract for professional services for public finance consulting services, for the Contractor to provide a financial assessment of Cooper Green Mercy Health Services.

WHEREAS, the Contractor desires to furnish said 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: The Contractor agrees to perform certain services necessary for the financial assessment of Cooper Green Mercy Health Services, which services shall include the following:

A. Revenue Assessment

- a. Analysis/assessment of existing revenue streams
- b. Analysis/assessment of federal and state reimbursements, insurance payments, and patient charges.
- c. Identification of areas to improve remittance/collections of non-tax additional potential revenues beneficial to Cooper Green (e.g., Medicare, Medicaid, third party payers, patient charges, etc.).

B. Expenditure Assessment

- a. Analysis/assessment for program spending
- b. Analysis/assessment of costs related to service populations.
 - I. To include primary payer analysis (e.g., Medicare, Medicaid recipients).
 - II. To include patient characteristics analysis (e.g., patients by income and age strata).
- c. Analysis of existing and prior service delivery usage and cost.
- d. Analysis of existing and near term cost per type of patient served.
- e. Comparative analysis/assessment of existing and projected service utilization, programmatic costs, and overall expenditures.
- f. Continuation spending projections based upon both static FY16 service utilization and historic growth trend.

C. Composite Comparison & Findings

- a. Historic revenue & expense comparison including specific income streams and specific service area costs.

- b. Comparison of revenues and expenditures and anticipated revenue and expenditures based upon FY16 patient utilization.
- c. Comparison of revenues and expenditures and anticipated revenues and expenditures based upon historic growth trend.
- d. Recommendations based upon data and any other information derived from fact finding efforts.

D. Findings Due

- a. Assessment preliminary drafts are due to the County Manager January 1, 2017 and February 1, 2017.
- b. The final report is due March 1, 2017.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence on December 22, 2016, and expire March 31, 2017.

COMPENSATION: As full compensation for the Contractor's professional services performed hereunder, the Agency shall pay the Contractor the amount of \$39,000.00, to be paid in three installments.

A. \$13,000 to be paid on January 1, 2017

B. \$13,000 to be paid on February 1, 2017. C. \$13,000 to be paid on March 1, 2017.

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

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 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.

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.

NON DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Contractors to share this commitment. Contractor 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.

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 agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 30 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Contractor shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Agency, its Council, boards, commissions, officers and employees, Contractor shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

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:

Client: Jefferson County Manager
716 N Richard Arrington
Suite 830
Birmingham, AL 35203
petelost@jccal.org

Consultant: Henry C. Mabry
615 Hubbard Street
Montgomery, AL 36106
henrycmabry@aol.com

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: The Contractor will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.

Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date.

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.

CONFLICT OF INTEREST: The Contractor declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

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.

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. This agreement shall be modified only by written agreement duly executed by the Agency and the Contractor.
- c. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- d. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONTRACTOR:
Henry C. Mabry
Principal

JEFFERSON COUNTY, ALABAMA
James A. Stephens
President, Commissioner

December 20, 2016

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama and the Emergency Management Agency (EMA) allowing EMA to utilize approximately 2,400 square feet of storage space in the Bessemer Voting Machine Warehouse free of charge indefinitely or until such time the County determines that it desires to terminate this Memorandum of Understanding; at which time the EMA will be given a six month written notification to vacate.

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY, ALABAMA AND THE
EMERGENCY MANAGEMENT AGENCY (EMA)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Jefferson County, a political subdivision of the State of Alabama (herein after the "County"), and the Emergency Management Agency (herein after "EMA").

It is hereby agreed and understood as follows:

EMA desires to use approximately 2,400 square feet in the Bessemer Voting Warehouse located at 3295 King Street, Bessemer, Al. 35023 for storage.

The County agrees to allow EMA's usage of the space, free of charge, indefinitely or until such time the County determines that it desires to terminate this Memorandum of Understanding; at which time the EMA will be given six months written notification to vacate.

JEFFERSON COUNTY, ALABAMA EMERGENCY MANAGEMENT AGENCY
James A. Stephens, President Jim Coker, Director
Jefferson County Commission Emergency Management Agency

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

WHEREAS, the Jefferson County Commission approved a resolution on May 5, 2016 in Minute Book 169, Page 525 authorizing an Agreement between Jefferson County, Alabama and Coston General Contractors, Inc. for the Midfield Park Improvements Project (CD14-03F-M-MPI).

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute Amendment #1/Change Order #1 to increase the contract period to December 8, 2016; and modify the scope of work. The cost of the increase in the scope of work is Seven Thousand Two Hundred Eighty Two and 44/100 Dollars (\$7,282.44). The changes are needed to remove a concrete pit and cover a water valve. This project is funded with federal Community Development Block Grant Funds.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Human Community Services & Economic Development, hereinafter called "the County," and Coston General Contractors, Inc. hereinafter called "the Contractor" to provide construction services for Midfield Park Improvements Project (CD14 03F M MPI). The effective date of this agreement shall be May 5, 2016.

WITNESSETH:

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

The contract between the parties which was approved by the Jefferson County Commission on May 5, 2016, in Minute Book 169, Page 525, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional Forty Five (45) calendar days. The new completion date is December 8, 2016; and
2. Increase the contract amount an additional Seven Thousand Two Hundred Eighty Two and 44/100 Dollars (\$7,282.44). The additional funds are for adjustments in the scope of work to complete the project (see the attached change order).

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

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

CONTRACTOR
Carol McDonald
Coston General Contractors, Inc.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1062

WHEREAS, the Jefferson County Commission approved a resolution on July 16, 2015 in Minute Book 168, Page 236, authorizing an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the McDonald Chapel Storm Shelter.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized, empowered and directed to execute this amendment #1 to extend the contract time to September 30, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant Disaster Recovery Funds (B-12-UT-01-0001).

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Human Community Services & Economic Development, hereinafter called "the County", and Sentell Engineering Inc., hereinafter called "the Contractor" to provide engineering services for the McDonald Chapel Storm Shelter project. The effective date of this agreement shall be July 16, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on July 16, 2015, in Minute Book 168, Page 236, is hereby amended as follows:

The purpose of this Amendment #1 is to extend the contract time to September 30, 2017. There is no cost associated with this modification. This project will be paid for with Federal Community Development Block Grant Disaster Recovery funds (B 12 UT O1 0001).

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

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

CONSULTANT
Gilbert L. Sentell
President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1063

WHEREAS, the Jefferson County Commission approved a resolution on May 5, 2016 in Minute Book 169, Page 526 authorizing an Agreement between Jefferson County, Alabama and Douglas Built LLC for the Martintown Senior Center Improvements Project (CD14-03A-U-MSC).

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute Amendment #1/Change Order #1 to increase the contract period to November 22, 2016; and modify

the scope of work. The cost of the increase in the scope of work is One Thousand Six Hundred Thirty Two and no/100 Dollars (\$1,632.00). The changes are necessary to install new epoxy flooring due to construction related modifications. This project is funded with federal Community Development Block Grant Funds.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Human Community Services & Economic Development, hereinafter called "the County," and Douglas Built LLC, hereinafter called "the Contractor" to provide construction services for Martintown Senior Center Improvements Project (CD14 03A U MSC). The effective date of this agreement shall be May 5, 2016.

WITNESSETH:

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

The contract between the parties which was approved by the Jefferson County Commission on May 5, 2016, in Minute Book 169, Page 526, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional twenty one (21) calendar days. The new completion date is November 22, 2016; and
2. Increase the contract amount an additional One Thousand Six Hundred Thirty Two and no/100 Dollars (\$1,632.00). The additional funds are for adjustments in the scope of work to complete the project (see the attached change order).

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

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

CONTRACTOR
Andy Douglas
Douglas Built LLC

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1064

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Grant Agreements with the U.S. Department of HUD as follows;

- | | |
|---------------------------|----------------|
| a) HUD PY 2016 CDBG Funds | \$2,122,181.00 |
|---------------------------|----------------|

- b) HUD PY 2016 HOME Funds \$732,090.00
- c) HUD PY 2016 ESG Funds \$155,235.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1065

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges its receipt of the following described matter(s) as approved and presented by the Jefferson County Personnel Board:

- a) McWane Science Center \$100.00
- b) High Ground Solutions \$2,495.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1066

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement with Alabama STEM in the amount of \$5,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1067

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute the following Community Grant Agreement(s):

- a) City of Center Point \$1,000.00
- b) City of Gardendale Senior Center \$2,000.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1068

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby authorizes the recommendation of the appointment of Forney E. Howard to serve on the Center Point Fire District Board of Trustees to fill an unexpired term ending November 2021.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1069

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Luis Pineda as follows;

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. 00008225

Contract Amendment No. 1

This is the First Amendment to the Professional Staffing Contract entered between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "County" and Luis Pineda, P.C., hereinafter referred to as "Physician" to perform clinical services for CGMHS's Oncology Clinic.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Physician wishes to amend the Contract;

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

The contract between the parties which was approved by the Jefferson County Commission on March 3, 2016, at M.B. 169, Pg. 340, is hereby amended effective November 1, 2016 as follows:

Physician shall serve as the collaborating Physician for a Certified Registered Nurse Practitioner ("CRNP") as contemplated and set forth in Section 1.7 of the Contract. CRNP duties, on average, will require 28 to 34 hours per week, dependent upon mutual agreement of both County and Physician. County shall pay to Physician \$60 per hour for Certified Registered Nurse Practitioner services, not to exceed \$106,080 annually. All other services rendered by Physician are at the original rate of \$350 per hour, not to exceed \$218,400 annually.

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

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

Luis Pineda, P.C.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1070

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engine Department: Roads
& Transportation

Date: December 8, 2016

Purpose: Payment to Kenneth Wayne Prewett and Mary Margaret Prewett
Payne for acquired ROW and TCE for Topics VIII, Site I
Montevallo Road and Mayfield Drive
Project No. STPBH-9802 (88) - Tr. No. 10
Agent: Rick Turner

Price: \$9,175.00

Pay to the order of: Kenneth Wayne Prewett and
Mary Margaret Prewett Payne

Mailing Address: 1241 Lake Trace Cove
Hoover, AL 35244

Fund: 4020 5100 551200 R136C

Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County

Commission on the 20th day of December, 2016, recorded in Minute Book 170 Page(s) 510, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 20th day of December, 2016.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires
August 31st, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1071

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to increase the contract amount by \$237,843.41 for a total contract amount of \$5,426,667.41 to the Sanitary Sewer System Rehabilitation Asset Management Program Contract No. AM01, 2015 Sewer Repair and Replacement between the Jefferson County Commission and Global Construction & Engineering, Inc.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1072

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 Bama Concrete Products CO., INC., regarding an encroachment within a County sanitary sewer easement.

There is no cost to the County associated with said agreement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1073

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 Matthew Meyer, regarding an encroachment within a County sanitary sewer easement.

There is no cost to the County associated with said agreement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1074

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System Rehabilitation Asset Management Program Contract No. 2016 AMP03 2016 Sewer Replacement Contact 2 project, such certified bids having been open on Thursday, September 22, 2016 and listed as follows:

	Contractor	Amount Bid
1.	Baird Contracting Co., Inc.	\$ 5,116,131.00*
2.	Tren Tay, Inc.	\$ 5,200,387.00
3.	Bama Utility Contractors, Inc.	\$ 5,507,698.00
4.	Global Construction & Engineering, Inc.	\$ 5,725,286.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it was determined that the bid received from *Baird Contracting Co., Inc. contained unit prices that were unbalanced and is considered nonresponsive. Therefore, it has been recommended that the bid from Baird Contracting Co., Inc. be rejected and the contract for the Sanitary Sewer System Rehabilitation Asset Management Program Contract No. 2016 AMP03 2016 Sewer Replacement Contact 2 project be awarded to Tren Tay, Inc. in the amount of \$ 5,200,387.00.

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 David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1075

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Five Mile WWTP Sand Filter Rehabilitation Project such certified bids having been opened on Thursday, November 17, 2016 and listed as follows:

	Contractor	Amount Bid
1.	Schmidt Environmental	\$1,969,900.00
2.	Mark Johnson Construction	\$2,358,500.00
3.	Baird Contracting	\$2,361,000.00
4.	BH Craig	\$2,378,000.00
5.	PF Moon and Company, Inc.	\$2,445,000.00
6.	J&P Construction Co., Inc.	\$2,458,000.00
7.	Haren Construction Company, Inc.	\$3,140,000.00

WHEREAS, after tabulation and certification by the consulting engineer CH2M Hill and reviewed by the Environmental Services staff, it has been recommended that the contract for the Five Mile WWTP Sand Filter Rehabilitation be awarded to Schmidt Environmental, in the amount of \$1,969,900.00.

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 David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1076

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County and The American National Red Cross. This contract provides for adult first aid, CPR and AED training for 50 Environmental Service Department employees.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1077

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and CDM Smith, Inc. for the Cahaba River TMDL Phase 3 Feasibility Study and NPDES Permit Renewal Assistance in the amount of \$370,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1078

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Forestdale Community Development Association in the amount of \$22,500.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

DEC-20-2016-1079

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

- Williford Orman Construction \$84,000.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Commissioner David Carrington made the motion and it was seconded by Commissioner George Bowman that the following item be added as New Business for consideration by unanimous consent. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

DEC-20-2016-1080

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following members are appointed to serve as the McAdory area Fire District Board of Directors with the confirmed terms set below, be and hereby is approved.

- Jeremy Wright December 31, 2017
- Denson Roy December 31, 2018 ***
- Matt Tatum December 31, 2019
- Jack Self December 31, 2020
- Brandon Bagnell December 31, 2021

*** New Appointment

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Commissioner David Carrington read the following statement regarding the Birmingham Water Works Board;

Statement on the Birmingham Water Works Board Proposal to Double the Billing Fees They Charge the County

I want to publicly chastise Mr. William Muhammed of the Birmingham Water Works Board for saying that he "didn't give a damn" about the ratepayers. It's obvious that a majority of the Birmingham Water Works Board feels the same way.

To the contrary, I, and my fellow commissioners, do care about the ratepayers, on both the water and sewer systems. That's why we worked so hard to reduce the sewer debt by approximately \$1.5 billion dollars, saving the ratepayers billions of dollars in future principal and interest payments.

So, speaking for myself – and I feel confident that I'm speaking for a majority, if not all of my fellow county commissioners as well – I am putting Mr. Muhammed and the entire Birmingham Water Works Board on notice that I will personally fight your termination of billing services and the proposed doubling of our sewer billing fees without justification or cause in the court of public opinion, the courts of the judiciary, and the state legislature.

Your "hostage" strategy is nothing more than "highway robbery" of the water and sewer ratepayers. It will needlessly result in higher water and sewer bills. As such, I call on you to immediately recognize the error of your ways and to expeditiously reverse your decision and "stand down".

Each Commissioner made a brief comment regarding the issue.

Walter Jackson requested some input from the Commission regarding their thoughts of what they would like see or what they expect at the Grand Opening of Cooper Greens West End Clinic on January 17, 2017.

Commissioner Carrington also gave an update on the Ruling in District Court Case of the Sewer Consent Decree.

Commissioner Knight commented that Judge Smith is making progress and that the goal is to provide the best of services.

Commissioner Stephens announced that instead of being referred to as the Fight Club, this Commission was going to be called the Glee Club. With that said the Commissioners stood and joined together to sing "We Wish You a Merry Christmas!"

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, January 12, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk