

STATE OF ALABAMA)
JEFFERSON COUNTY) August 25, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 8:30 A.M., James A. Stephens, President, presiding and the following members present:

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

It was stated that Commissioner David Carrington’s absence was due to county business in Montgomery, Alabama.

Motion was made by Commissioner Joe Knight seconded by Commissioner Sandra Little Brown, that the Minutes of August 11, 2016, be and hereby are approved. Voting “Aye” George Bowman, Sandra Little Brown, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, August 16, 2016, at 12 Noon, for the purpose of the Committee of Finance, Information Technology and Business Development to share thoughts and ideas on various topics. No items were moved to any future Commission Agenda’s at this meeting.

The Commission met in Work Session on Tuesday, August 23, 2016, and approved the following items to be placed on the August 25, 2016, Regular Commission Meeting Agenda:
Commissioner George Bowman, Health and General Services Committee Item 1.
Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee, no items submitted, and 2 addendum items.
Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Item 1 and 1 addendum item.
Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 – 5.
Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1 – 32 and 1 addendum item.

AUG-25-2016-695

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment to the original agreement between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Intersystem Corporation, d/b/a ISC, for

annual maintenance and support for Cache Entrée with Shadow Server Subscription software. The term of the amended agreement will be October 1, 2016 through September 30, 2017, not to exceed the original contract amount of \$61,132.00 for the term. All other terms and conditions of the original contract remain the same.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00006082
ITB-113-14

Contract Amendment

This is Amendment II to Contract entered into the 1st day of October, 2014 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Intersystem Corporation, d/b/a ISC, hereinafter referred to as the "Contractor" for annual maintenance and support for cache entrée with shadow server subscription at Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 6082. Amendment I to the Contract between the parties referenced above, was approved by the Commission on August 13, 2015; recorded in MB 168, Page (s) 341-342, and is hereby amended as follows:

Amend the term to October 1, 2016 through September 30, 2017.

Compensation shall not exceed the original contract amount of \$61,132 for this term.

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

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00006082
ITB-113-14

JEFFERSON COUNTY COMMISSION:

VENDOR:

James A. "Jimmie" Stephens, President

Todd Krieger, Senior

Global Counsel

August 25, 2016

July 29, 2016

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

AUG-25-2016-696

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter(s) approved by the Jefferson County Emergency Management Agency ("EMA") Council.

- a. CON8709 — Serve Alabama – Mini-Grant for FY16 CERT Community Emergency Response Team Grant \$500.00

SERVE ALABAMA
Governor's Office of Faith-Based and Volunteer Service
Community Emergency Response Team (CERT) Mini-Grant

Sub-recipient: Jefferson County Emergency Management Agency

Amount of Award: \$500.00

Date of Award: November 1, 2015

Grant Number: CERT05

Program Title: Jefferson County CERT

Grant Period: November 1, 2015 - August 31, 2016

Award is hereby made in the amount and for the period shown above to the program referenced above, in accordance with the plan set forth in the application submitted by the Sub-recipient referenced above, and subject to any revisions and conditions as indicated below and attached to this document.

By accepting funds under this grant, the Sub-recipient agrees to comply with all terms and conditions in the Contract, all applicable Homeland Security Grant Program regulations and guidelines, and Serve Alabama program regulations (as set forth in the Request for Proposal). The Sub-recipient is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State of Alabama. This grant shall become effective on the beginning date of the grant period indicated above provided that the originals of the CERT Mini-Grant Award and any attached revisions and condition statements are properly executed and returned to Serve Alabama by November 1, 2015.

Additional Conditions

Failure to comply with any condition listed below will place your program in a state of non-compliance. A program will remain in a state of non-compliance until evidence to the contrary is provided Serve Alabama.

1. Grantees will be required to submit a mid-project and final progress and financial report. All reporting requirements will be included in detail in the grantee award contract. Grantees must comply with all applicable state laws.

<u>Important Due</u>	<u>Dates</u>
Signed Grant Award	11/1/15
Mid-Project Report	3/1/16
Final Project Report	8/31/16

2. Grantees must begin the project November 1, 2015. Grantees must submit any budget revision requests in writing to Serve Alabama for approval prior to the spending of grant funds.
3. The Sub-recipient shall provide the services as described in the CERT mini-grant application.
4. The Sub-recipient must comply with the stipulations provided by Serve Alabama and the Alabama Law Enforcement Agency (ALEA).
5. The Sub-recipient must inform and obtain written approval of Serve Alabama for changes in the scope or goals of the program, whether or not they involve budgetary changes.
6. The Sub-recipient must closeout by August 31, 2016. In the event a program ends prior to the end of the project period, the Sub-recipient must adhere to the same close out requirements. In closing out the CERT Mini-Grant, the following documentation must be submitted to Serve Alabama to complete the close out process:
 - Check made out to Serve Alabama for any unspent grant funds

7. Serve Alabama reserves the right to make monitoring visits to review and evaluate the Sub-recipient record, accomplishments, organizational procedures, and fiscal control systems; to conduct interviews; and to provide technical assistance as necessary.
8. This agreement may be modified at any time, in writing only, with appropriate signatures, by Serve Alabama and ALEA.

My signature below confirms that its undersigned representative has read and understands and agrees to adhere to all program objectives, policies, rules, regulations, and performance standards set forth in this agreement.

Accepted and agreed to:

SUB-GRANTOR:
Serve Alabama

SUB-RECIPIENT:
Jim Coker, EMA Director

ACKNOWLEDGMENT AND STATEMENT OF ASSURANCE

I hereby acknowledge that I have received, read, and understand this Agreement, and further understand that I must manage and otherwise operate the CERT Mini-Grant named herein in accordance with these and all other applicable State laws, rules, regulations, and policies and otherwise to the best of my ability to ensure program success and positive impact on the community served. I understand and agree to do all within my power to assure compliance with programmatic and financial requirements, and correct weaknesses whenever they are known to me or brought to my attention during monitoring, auditing, or training.

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

AUG-25-2016-697

WHEREAS, the polling location, Precinct 1260, Calvary Resurrection Church, located at 8440 5th Avenue North, Birmingham, Al. 35206, is no longer available to serve as a polling place, and;

WHEREAS, the Shepherd Center East located at 118 84th Street North, Birmingham, Al. 35206, has been made available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Calvary Resurrection Church be relocated to Shepherd Center East.

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

AUG-25-2016-698

WHEREAS, the polling location, Precinct 4120, Grace Community Church, located at 2165 Old Springville Rd, Birmingham, AL, is no longer available to serve as a polling place, and;

WHEREAS, Life Church located at 5567 Chalkville Road, Birmingham, Al., 35235, is less than a mile away and is a suitable location,
NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Grace Community Church be relocated to Life Church.

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

AUG-25-2016-699

WHEREAS, the polling location, Precinct 5270, Election System and Software, located at 252 Oxmoor Court, Birmingham, Al., is no longer available to serve as a polling place, and;

WHEREAS, Precinct 2350 Oxmoor Valley Recreation Center located at 1992 Wenonah Oxmoor Road, Birmingham, Al., is less than a mile away and is a suitable location.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Election System and Software be combined with the Oxmoor Valley Community Center creating precinct 2350 / 5270.

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

AUG-25-2016-700

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

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Positive Maturity, Inc. ("Positive Maturity"), applied for a grant of funds for \$500.00; and

WHEREAS, Positive Maturity is a 501(c)(3) organization which seeks funding for the Shepherd Center East, a senior center for residents of eastern Birmingham, to replace items which it lost due to flooding in December, 2015, such as a computer, tables, chairs, office supplies and cabinets; and

WHEREAS, Positive Maturity meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$500.00 to Positive Maturity, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on August 31, 2017.

2. The County shall pay to Positive Maturity a lump sum payment of \$500.00 upon execution of this agreement.

3. Positive Maturity shall use the public funds to assist in replacing items the Shepherd Center East lost in a flood in December, 2015, such as a computer, tables, chairs, office supplies and cabinets.

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

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

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

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

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

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

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

James A. Stephens

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

AUG-25-2016-701

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Abatement Agreement between Jefferson County, Alabama and PlastiPak Packaging, Inc., as follows:

ABATEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the 25th day of August, 2016, by and between JEFFERSON COUNTY, ALABAMA, a municipal corporation under the laws of the State of Alabama (the "County"), and PLASTIPAK PACKAGING, INC., a Delaware corporation ("Company").

RECITALS:

WHEREAS, the Company's North American Industry Classification System (NAICS) Code 326160 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 will allow the addition of new production lines and is estimated to be placed in service by June, 2017; and

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

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-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 Granting Authority 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 to determine the economic benefits to the community; and determined that the construction of the Project 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 25th day of August, 2016 (the Meeting), the County approved the Company's application for abatement of:

All state and local non-educational personal property taxes; and for a period of ten (10) years from the completion date of the major addition in June of 2017.

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 personal property to be acquired, constructed, and installed thereon, as described in Attachment One 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 described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 31 181 1), 32, 33; Subsectors 423, 424, 511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 1 1331 and 48691; and National Industries 1 151 1 1, 5171 10, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may hereafter be reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles or converts any materials, which include solids, liquids, or gases, to a reusable product; 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, 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, (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 to the abatement of:

(a) State and local non-educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall expire on September 30, 2027 for each piece of personal property purchased within twelve (12) months of the beginning of the abatement

period, said abatement to start on a property basis, on October 1st following the date and time Company takes possession of each said piece of personal property. All personal property tax abatements are contingent upon the purchased personal property remaining in use at the project site.

(b) Construction related transaction taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975 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 Granting Authority 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 estimated non-educational property taxes to be abated over the ten (10) year period is \$229,133.00.

(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 \$198,125 and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company hereby in good faith projects that the amount to be invested in the project is \$10,400,000.

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 40-9B-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 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 30 days after the Commission meeting wherein this tax abatement is approved by the Commission.

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, the 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
Assistant Tax Assessor Bessemer Division: 209 Bessemer Courthouse
1851 2nd Avenue North Bessemer, Alabama 35020 with a copy to:
County Attorney Room 280
716 Richard Arrington Jr. Blvd N Birmingham, Alabama 35203
Jefferson County Economic and Industrial Development Authority
500 Beacon Parkway West Birmingham, Alabama 35209

To Company:
Plastipak Packaging, Inc.
41605 Ann Arbor Road Plymouth, MI 48170 with a copy to:
Plastipak Packaging, Inc.
41605 Ann Arbor Road
Plymouth, MI 48170

Attention: Legal Department 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 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 E-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, 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 Delaware 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 behalf of COMPANY to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of COMPANY hereunder, have 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 such 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.

PLASTIPAK PACKAGING, INC.
 COUNTY OF JEFFERSON, ALABAMA

James A. Stephens, President Jefferson County Commission

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

Jefferson County Commission
 Unusual Demands
 08/25/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001600	TREASURER	100193	JEFFERSON CO TREASURER	HP PRINTER BESSEMER TREASURER'S OFF	99.99	167462	5852
	TOTAL				99.99		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - HD ANTENNA	69.99	165505	5586
	TOTAL				69.99		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE ROOF SEAL AND APPLICATOR FOR BHCH	85.00	167349	5834
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED THREAD, BOLTS AND NUTS FOR GSOC	23.34	167375	5839
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 15 - 3/8" COUPLINGS FOR GSOC	9.46	167389	5842
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED LAMINATE FOR BHCH ANNEX	139.20	167394	5843
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REPAIRS TO OVERHEAD DOOR AT OLD LAUNDRY	187.50	167869	5899
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEYS FOR BHCH	36.00	167876	5902
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WHEELS FOR PALLET JACK FOR GSOC	102.19	167880	5904
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A RELAY FOR BESSEMER JAIL	16.95	167882	5905
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE EXPRESS WASH SPRAY FOR BUCKET TRUCK-GSOC	4.99	168213	5966
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PRINTERS FOR GEN SVCS OFFICE	199.98	168222	5968
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE INK CARTRIDGES FOR GENERAL SERVICES	124.97	168404	5990
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE LAMINATE FOR REVENUE AT BHCH	252.00	168412	5992
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE HYBOND FOR CARPENTRY SHOP	238.00	168577	5601
	TOTAL				1419.58		
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASED WIRELESS PRESENTERS FOR ELECTIONS	79.98	168217	5967
	TOTAL				79.98		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDINGS TRAN#1613694	96.00	168963	6055
	TOTAL				96.00		
10004140	SF CORRECTIONS -BH	100193	JEFFERSON CO TREASURER	BHAM RUBBER STAMP AND STENCIL CO 6-15-16	97.45	167143	5812
10004140	SF CORRECTIONS -BH	100193	JEFFERSON CO TREASURER	OREILLY AUTO PARTS INV#2265-399362	13.98	167144	5812
10004140	SF CORRECTIONS -BH	100193	JEFFERSON CO TREASURER	NAPA AUTO PARTS INV# 709722	11.98	167146	5812
10004140	SF CORRECTIONS -BH	100193	JEFFERSON CO TREASURER	AUTOZONE TRANS 392625	12.99	167149	5812
10004140	SF CORRECTIONS						

-BH	100193	JEFFERSON CO TREASURER	HOBBY LOBBY 0281001009420429165	23.95	167164	5812
10004140 SF CORRECTIONS						
-BH	100193	JEFFERSON CO TREASURER	POSTAGE 2 DAY PM	7.75	167485	5857
10004140 SF CORRECTIONS						
-BH	100193	JEFFERSON CO TREASURER	OREILLY AUTO PARTS INV 2265-403827	25.98	167487	5857
10004140 SF CORRECTIONS						
-BH	100193	JEFFERSON CO TREASURER	WALMART TC#21565658961548386549	16.44	168962	6055
10004140 SF CORRECTIONS						
-BH	100193	JEFFERSON CO TREASURER	SAM'S TC45114597446956125702	43.20	168964	6055
TOTAL				253.72		
10004150 SF ENFORCEMENT						
-BS	100128	JEFF CO DEPUTY TREASURER	LEVY RECORDING FEE TRAN# 1609741	16.00	165780	5631
TOTAL				16.00		
10004180 SF CORRECTIONS						
-BS	100128	JEFF CO DEPUTY TREASURER	SAM'S CLUB TC 83622060294399036327	91.46	166506	5752
10004180 SF CORRECTIONS						
-BS	100128	JEFF CO DEPUTY TREASURER	FAMILY DOLLAR TC99016340276850170023	13.00	167488	5858
10004180 SF CORRECTIONS						
-BS	100128	JEFF CO DEPUTY TREASURER	WALMART TC 31330020129574784208	31.79	167489	5858
10004180 SF CORRECTIONS						
-BS	100128	JEFF CO DEPUTY TREASURER	FAMILY DOLLAR 99016340205700170113	8.00	168967	6056
10004180 SF CORRECTIONS						
-BS	100128	JEFF CO DEPUTY TREASURER	LOWE TRAN 30805336	79.59	168968	6056
TOTAL				223.84		
10004210 YOUTH DETENTION						
CUSTODY	100193	JEFFERSON CO TREASURER	MEALS FOR STAFF TOUR AND SKIN TESTS	394.50	169347	6104
TOTAL				394.50		
10004220 YOUTH DETENTION						
SUPPORT S	100193	JEFFERSON CO TREASURER	Food, Drinks & Janitorial Supplies for Residents	148.63	167805	5892
10004220 YOUTH DETENTION						
SUPPORT S	100193	JEFFERSON CO TREASURER	Shower Shoes/Soda for Residents	182.84	168456	5998
TOTAL				331.47		
10004800 STORMWATER	100193	JEFFERSON CO TREASURER	Petty cash for mileage for HB	34.56	168278	5972
10004800 STORMWATER	100193	JEFFERSON CO TREASURER	petty cash for mileage for HB	34.56	168279	5973
TOTAL				69.12		
10006000 HUMAN RESOURCES						
ADMIN	134367	TIMOTHY VARNER	TEST DEV & RECRUIT (WWTP OPERATOR &TRUCK DRIVE)	104.44	167644	5875
10006000 HUMAN RESOURCES						
ADMIN	134561	LAKENZISE C. MAYBERRY	REIMBURSE L MAYBERRY ATD MEMBERSHIP 6/2016-5/2016	199.00	169091	6076
TOTAL				303.44		
21305400 ROADS AND TRANS						
HWY ENG CONS	100193	JEFFERSON CO TREASURER	COMMERCIAL APPLICATOR RENEWAL FOR GARY COCHRAN	93.15	167918	5914
21305400 ROADS AND TRANS						
HWY ENG CONS	100193	JEFFERSON CO TREASURER	AIRGAS, PHO CHARGER, PAINT/PRIMER, RETIRE CERT FRA	175.98	168908	6046
TOTAL				269.13		
21305600 ROADS AND TRANS						
MNT KET	100193	JEFFERSON CO TREASURER	SAFE FOR KETONA CAMP ADMIN OFFICE	284.05	168093	5940
TOTAL				284.05		
21461420 TAX ASSESSOR STATE						
BESSEMER	100128	JEFF CO DEPUTY TREASURER	Reimbursement for TA Banner	121.00	166728	5777
TOTAL				121.00		
22118609 CG GENERAL						
SERVICES	100193	JEFFERSON CO TREASURER	PURCHASED METAL FOR COOPER GREEN	10.00	167397	5844
TOTAL				10.00		
50102601 FLEET MGT ADM	100193	JEFFERSON CO TREASURER	REPAIRS TO OVERHEAD DOOR AT CENTRAL SHOP	325.00	167871	5900
50102601 FLEET MGT ADM	100193	JEFFERSON CO TREASURER	Stamps, tablet protector, oil samples	124.58	169350	6105
TOTAL				449.58		
60407100 ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	PLASTIC STORAGE BINS	17.97	167503	5862

60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	PUBLICATION -CORROSION AND MATERIALS FUNDAMENTALS	106.62	168286	5979
60407100	ESD GENERAL ADM	122974	SIGNATURE HOMES	PARTIAL REFUND FOR IMPACT 106433	644.28	164118	5383
60407100	ESD GENERAL ADM	134430	SELENA L STEELE	REFUND OF SEWER IMPACT FEE	500.52	167516	5866
	TOTAL				1269.39		
60407230	SEWER LINE CONST	100193	JEFFERSON CO TREASURER	MAG NAILS, OUTLET COVER	77.97	167706	5877
	TOTAL				77.97		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	INK CARTRIDGE;GALV PIPE; GATORADE;OIL FILTERS;BULB;	253.90	168392	5985
	TOTAL				253.90		
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	WEED EATER CORD & OIL	74.85	168017	5923
	TOTAL				74.85		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	KEYS FOR THE TRACTOR	15.26	168021	5927
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	RATCHET	14.98	168024	5928
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	NEW CDL CLASS B	20.00	168028	5931
	TOTAL				50.24		
60407270	TELEVISION INSPECT	100193	JEFFERSON CO TREASURER	SHIPPING CHARGES FOR SHIPPING A CAMERA TO CUES	32.72	168019	5926
	TOTAL				32.72		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	fittings, pipe repair clamps and lab sample jugs	370.48	167886	5907
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Tommy Carney grade IV renewal, air filter	158.74	167887	5908
	TOTAL				529.22		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	KEYS, CLEANING SUPPLIES, BLEACH, PARKING	58.07	168677	6018
	TOTAL				58.07		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Sample jugs for lab	108.00	168072	5935
	TOTAL				108.00		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for capactor for gate at warrior	28.00	166415	5728
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for bearings for warrior gearbox	140.97	166946	5799
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for weed eater cord and bungee cords	56.30	167278	5826
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for bearings for aeration at warrior	140.97	167849	5896
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for belts for exhaust fans in buildings	26.80	168176	5950
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for sample bottles used in lab	194.00	168797	6034
	TOTAL				587.04		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	c garner class supplies drill bit hardware	342.53	167783	5889
	TOTAL				342.53		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	4" CAST IRON FITTINGS	56.00	167795	5891
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	URINL REPAIR KITS	99.74	167796	5891
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	GUAGES	420.00	167797	5891
	TOTAL				575.74		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	WATER; GATORADE; TSTAT; LITHIUM BATTERIES; HARD, HATS;	486.29	168393	5986
	TOTAL				486.29		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	\$20.00 CLASS-B CDL REIMBURSEMENT FOR TOMMY CERUZZI	20.00	168510	6003
	TOTAL				20.00		
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage PBJC Employee: J. Lecheler	38.88	167742	5882
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	MILEAGE REIMB. FOR PB EMP.: MEGAN COCHRAN KRUEGER	48.60	168518	6005
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	MILEAGE REIMB. FOR MEGAN COCHRAN KRUEGER	43.20	168521	6005
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	MILEAGE REIMB. FOR MEGAN COCHRAN KRUEGER	48.60	168522	6005
70101750	PERSONNEL BOARD TESTING	132574	DARA BARKETT	Assessor Reimbursement – D. Barkett-June	175.00	167469	5854

TOTAL					354.28		
70204500	EMA	102077	INTNL ASSOC OF EMERGENCY	JAMES COKER MEMBERSHIP DUES	190.00	167550	5867
	TOTAL				190.00		
	GRAND TOTAL				\$ 9,501.63		

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

AUG-25-2016-702

PURCHASING DIVISION AGENDA REPORT
For Week of 07/29/2016 – 08/04/16

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 AUGUST 5, 2016

1. RECOMMENDED FOR FLEET MANAGEMENT FROM INSIGHT PUBLIC SECTOR, TEMPE, AZ, FOR THE PURCHASE OF DOCKING STATIONS AND ACCESSORIES FOR 2015 TAHOE & SILVERADO.

REFERENCE BID # N/A
REFERENCE MUNIS BID # N/A
U.S. COMMUNITIES CONTRACT # 4400006644

TOTAL: \$ 15, 500.28

2. RECOMMENDED FOR FLEET MANAGEMENT FROM GENUINE AUTO PARTS/ NAPA, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF AUTOMOTIVE & TRUCK FLEET REPAIR PARTS FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED AS NEEDED.

REFERENCE BID # 93-16
REFERENCE MUNIS BID # N/A
REFERENCE CONTRACT# N/A

For Week of 08/05/2016 – 08/11/16

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 AUGUST 12, 2016

1. RECOMMENDED FOR FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, TO AWARD BID FOR FUELING SITE MAINTENANCE FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED AS NEEDED.

REFERENCE BID # 73-16
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR ECONOMIC & COMMUNITY DEVELOPMENT FROM UNCH INC., BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION.

TOTAL: \$27, 475.00

REFERENCE BID # 88-16R
REFERENCE MUNIS BID # 16063

3. RECOMMENDED FOR ECONOMIC & COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION INC., BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION.

TOTAL: \$127, 632.30

REFERENCE BID # 88-16R
REFERENCE MUNIS BID # 16063

4. RECOMMENDED FOR FLEET MANAGEMENT FROM WARRIOR TRACTOR & EQUIPMENT COMPANY INC., TO AWARD BID FOR TANDEM AXLE HEAVY DUTY FLATBED GOOSENECK EQUIPMENT TRAILER #25+5 AND 20+5. FOR THE PERIOD OF 08/25/16 – 08/24/17. TO BE PURCHASED AS NEEDED.

REFERENCE BID # 112-16
REFERENCE MUNIS BID # 16068

5. RECOMMENDED FOR JEFFERSON COUNTY SHERIFF'S DEPT., YOUTH DETENTION, AND PACA MEMBERS FROM SHOE CORP. OF BIRMINGHAM INC., TO RENEW BID FOR SHOWER SHOES. FOR THE PERIOD OF 06/10/2016 – 06/09/2017. TO BE PURCHASED AS NEEDED. (FINAL RENEWAL)

REFERNECE BID # 115-14
REFERENCE MUNIS BID # 115-14

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Purchasing Reports be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

AUG-25-2016-703

PURCHASING EXCEPTIONS REPORT
For Week of 07/29/16 – 08/04/16

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

PREPARED AUGUST 5, 2016, 2016

1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

For Week of 08/05/16 – 08/11/16

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

PREPARED AUGUST 12, 2016, 2016

- 1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Purchasing Exception Reports be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

AUG-25-2016-704

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 07/29/16 – 08/04/16 AND 08/05/16 – 08/11/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Encumbrance Reports be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Family Court

Carolyn Hogan	468.58
Karen Beck	544.99
Alicia Waldrop	544.99
Registration	105.00
Court Specialists Conference	
Orange Beach, AL – September 28-30, 2016	
Damian Hillary	379.87
Dan Sudd	379.87
Rebekah Pearson	379.87
Rodney Reese	523.06
Tiffany Roper	446.38
Shaniqua Hunter	446.38
Steven Vance	523.06
Erica Dozier	523.06
Adrilisa Mitchell	523.06
Harold Dickinson	523.06
Gwen Reasor	523.06
Karla Williams	523.06
Registration	1,200.00
Juvenile Probation Officers Conference	

Orange Beach, AL – September 28-30, 2016

Information Technology

Christopher Bookout, Allen Franklin, Keith Gullede, Maurice Myers,
Douglas Taylor, Joe White, Willie Wright 973.00
Creative Leadership for Managers
Birmingham, AL – August 31, 2016

Roddrick Miles, Danny Reavis, Bobby Pakbaz, Theresa Smith,
Thomas Purdy 170.00
Managing Multiple Priorities
Birmingham, AL – August 15, 2016

Stormwater Management

Hana Berres 238.50
Lyn DiClemente 238.50
Amanda Elledge 238.50
Zhaleh McCullers 238.50
Southeastern Stormwater Annual Regional Conference
Birmingham, AL – October 19-21, 2016

Delia Hauenstein 200.00
Amanda Elledge 200.00
Home Builders Qualified Credentialed Inspector Training
Irondale, AL – August 11, 2016

INDIVIDUAL STAFF DEVELOPMENT

Commissioner District 3

Jimmie Stephens 200.00
ACCA Conference
Orange Beach, AL – August 16-18, 2016

Cooper Green

Lillian Parker 279.00
Oncology Certification
Online Course Taken in 2012 and 2014

County Manager

Tony Petelos 2,002.20
ICMA Annual Conference
Kansas City, MO – September 25-28, 2016

Justin Smith 456.73

ACCA Government Education Institute
Prattville, AL – September 7-8, 2016

Family Court

Beverly Alldredge 845.26
ALEA CJIS Conference
Orange Beach, AL – September 18-21, 2016

Information Technology

Leonid Mazur 1,999.00
Implementing Data Models & Reports
Online Course – August 22-26, 2016

Revenue

Charles Bell 1,278.75
Tax Audit
Nashville, TN & West Point, MS September 18-23, 2016

Charles Bell 1,494.05
Tax Audit
Asheville, NC & Atlanta, GA – September 25-30, 2016

Wesley Moore 2,576.33
Tax Audit
St. Louis, MO & Des Moines, IA – August 28 – September 4, 2016

FOR INFORMATION ONLY

Emergency Management Agency

Annette Davis 544.46
Horace Walker 783.13
Partner Coordination Disaster Response and Recovery
Emmitsburg, MD – August 28 – September 2, 2016

Personnel Board

Terria McDonald 209.03
Recruiting Event University of South Alabama
Mobile, AL – September 15-16, 2016

Sheriff

Shane Williams 295.00
Jeannie Miller 295.00
Michael Jackson 295.00
Child Death Investigation

Birmingham, AL – August 22-23, 2016

Christopher Russell	1,435.15
Willie Davenport	1,321.93

FTO Training for Corrections

Florence, AL – May 22-27, 2016

Barbara Mead	250.00
David Green*	250.00
Jason Smith	250.00
Walter Cope	250.00
Michael Morton	250.00
Larry Williams	250.00

Field Training Officer School

Birmingham, AL – September 12-16 * September 19-23, 2016

Douglas Corder	2,285.96
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Police Fleet Management Exposition
Columbus, OH – August 21-26, 2016

Dawn Corbett	894.90
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PREA Operations
Atlanta, GA – September 26-28, 2016

Kyomi Coleman	500.00
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UAB Career Fair
Birmingham, AL – September 27, 2016

Kyomi Coleman	185.00
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Alabama A&M Career Fair
Normal, AL – September 22, 2016

Kyomi Coleman	300.00
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Auburn Career Fair
Auburn, AL – October 26, 2016

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Staff Development Report be approved. Voting “Aye” George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

AUG-25-2016-705
BUDGET TRANSACTIONS

A – Position Changes and / or Revenue Changes

N/A

B – Other Budget Transactions

N/A

C – For Information Only

(1) Emergency Management Agency \$ 500.00

Increase revenue and expenditures to record revenue received from Serve Alabama to purchase supplies for the Community Emergency Response Teams.

No Additional Funds Required

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Budget Transactions be approved. Voting “Aye” George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

AUG-25-2016-706

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify Regions Bank credit card statement with closing date of July 29, 2016 and Jefferson Credit Union credit card statement with closing date of August 3, 2016.

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

AUG-25-2016-707

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Amendment II between Jefferson County, Alabama and USI Insurance Services, LLC as follows:

AMENDMENT TO CONTRACT No. 6550

This Amendment to the Contract entered into this 27th day of June, 2016 by and between the Jefferson County, Alabama through the Finance Department hereinafter referred to as the ("Jefferson County Commission"), and USI Insurance Services, LLC, hereinafter referred to as the, ("Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 19th day of August, 2014, for Contractor to provide insurance broker of record services, which was approved by the Jefferson County Commission and recorded in Minute Book 166, pages 595-598 on August 28, 2014, is hereby amended as follows:

TERMS OF AGREEMENT: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective August 28, 2016 and end August 27, 2017.

COMPENSATION:

Fixed fee of \$21,500.00. NO Success Fee shall be enforced and any reference to same is hereby deleted.

JEFFERSON COUNTY, ALABAMA CONTRACTOR

James A. Stephens, President Authorized Representative for Contractor Jefferson County Commission
USI Insurance Services, LLC

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

AUG-25-2016-708

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Amendment II between Jefferson County, Alabama and GKR Systems / Venture Technologies, Inc. as follows:

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and GKR Systems doing business as Venture Technologies, Inc. hereinafter referred to as the "Contractor" to provide EMC VNX5700 and VNX5400 Data Storage Upgrade.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006377. The original contract between the parties referenced above, was approved by the Commission on August 14, 2014, MB 166, Page 539 — 540 and Amendment I approved on August 27, 2015, MB 168, Page 461.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPLENSATION:

The contractor shall be compensated a sum not to exceed \$480,000.00.

AUTHORIATION TO PERFORM WORK:

08/14/2016 to 08/13/2017

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCREMINATION POLICY:

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

JEFFERSON COUNTY COMMISSION

GKS Systems \ Venture Technologies,

Inc.

James Stephens, President

Authorized Representative

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

AUG-25-2016-709

Resolution Authorizing Local Matching Funds

RESOLUTION NO. AUG-25-2016-709

"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the Jefferson County Commission recognizes the need for a public transportation program;
and

WHEREAS, the Jefferson County Commission is recognized as a member of the Birmingham Regional Paratransit Consortium Transportation Steering Committee; and

WHEREAS, the Jefferson County Commission recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 50% for operating expenses and 20% for administration, planning, and capital expenses; and

WHEREAS, the Jefferson County Commission recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission hereby commits the amount of \$_____ as local non-federal match for operations, administration, planning, and capital expenditures under the Section 531 1 Rural Area Public Transportation Program during Fiscal Year 2017. Passed and adopted this the 25th day of August, 2016.

James A. Stephens

Elected Official

ATTEST:

Millie Diliberto

Clerk

Exhibit J — Authorizing Resolution

Resolution No. AUG-25-2016-709

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

WHEREAS, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

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

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for

contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY the Jefferson County Commission

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

CERTIFICATION

The undersigned duly qualified and acting Chairman of the Jefferson County Commission certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Jefferson County Commission held on August 25, 2016.

If applicant has an official seal, impress here.

Signature of Recording Officer

Title of Recording Officer

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

AUG-25-2016-710

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Behavioral Health Systems, Inc. which provides mental health/substance abuse managed care/employee assistance for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017 at a rate of \$5.14 Per Member Per Month (PMPM), \$10.69 Per Contract Per Month (PCPM).

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

AUG-25-2016-711

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract Amendment for renewal of Professional Services with Dearborn National Life Insurance Company which provides Basic Group and Accidental Death and Disbursement, and Voluntary Life and Accidental Death and Dismemberment Insurance services for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017. Rates for FY 2016/2017 are as follows:

JCC paid group life, \$50K/employee	\$0.19 per \$1,000
JCC paid ADD, \$50K/employee	\$0.02 per \$1,000
Employee paid voluntary life	Premiums vary based on age
Employee paid voluntary single ADD	\$0.028 per \$1,000
Employee paid voluntary family ADD	\$0.042 per \$1,000

Renewal rates are guaranteed through September 30, 2017 allowing the County the option to extend the contract for an additional year.

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

AUG-25-2016-712

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to exercise option one and execute Contract Amendment No. for renewal of Professional Services with Delta Dental Insurance Company which provides voluntary group dental insurance

coverage to participating employees of Jefferson County. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017.

Monthly insurance premiums for option one are as follows for FY 2016/2017:

<u>One Year Rates</u>	
Employee	\$23.99
Employee+1	\$45.79
Family	\$62.78

The Plan is further amended to change the frequencies for D&P services to 2 in a plan year.

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

AUG-25-2016-713

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract Amendment for renewal of Professional Services with Humana Specialty Benefits, owned by Humana, Inc. which provides voluntary group vision insurance coverage to participating employees of Jefferson County. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017. Monthly insurance premiums for FY 2016/2017 are as follows:

Employee	\$6.54
Employee+1	\$13.08
Family	\$19.18

Renewal rates are guaranteed through September 30, 2017 allowing the County to extend the contract for one additional year.

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

AUG-25-2016-714

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Total Administrative Services Corporation (TASC) which provides COBRA Administration Services for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017 at a flat rate of \$4.85 per event.

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

AUG-25-2016-715

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IIT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for renewal of Professional Services with Total Administrative Services Corporation (TASC) which provides flexible benefits plan administration services for the employees of Jefferson County. Employee contributions to the Medical Reimbursement, Dependent Care, and Outside Medical Premiums spending accounts will be payroll deducted on a bi-weekly and semi-monthly basis. Said renewal of contract is for one year from October 1, 2016 to September 30, 2017 at a flat rate of \$4.42 per participating employee per month.

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

AUG-25-2016-716

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BLUE CROSS BLUE SHIELD THIRD PARTY ADMENIESTRATOR
CONTRACT FOR JEFFERSON COUNTY COMMISSION'S
SELF-INSURED ACTIVE & RETIREE HEALTH INSURANCE PLAN
FISCAL YEAR 2016 — 2017

BE RT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract between Jefferson County and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured health insurance plan effective October 1, 2016 to September 30, 2017 at a cost of \$35.00 per employee per month, plus \$0.75 per contract per month for the Data Accumulation Interface Fee for Mental Health carve out.

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

AUG-25-2016-717

STATE OF ALABAMA)
JEFFERSON COUNTY)

WHEREAS, The Jefferson County Commission wishes to accept the Stop Loss Health insurance policy submitted by United Trust Insurance Company, c/o Blue Cross Services, insuring company, and

WHEREAS, the policy is to provide excess insurance coverage for medical health insurance claims exceeding \$250,000 and with a \$90,000 aggregating specific deductible; and

WHEREAS, Blue Cross Services assigns the stop loss reimbursements to Blue Cross Blue Shield to pay those claims exceeding the retention.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the policy submitted by United Insurance Company, c/o Blue Cross Services, insuring company, be hereby adopted at rate of \$25.43 per employee per month for one year from October 1, 2016 to September 30, 2017.

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

Aug-25-2016-718

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Town of Sylvan Springs in the amount of \$3,500.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Town of Sylvan Springs ("Sylvan Springs"), applied for a grant of for a grant of funds for \$3,500.00; and

WHEREAS, Sylvan Springs is a municipality located in Jefferson County which seeks assistance with purchasing additional playground equipment for its existing playground; and

WHEREAS, Sylvan Springs meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$3,500.00 to Sylvan Springs, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on August 31, 2017.
2. The County shall pay to Sylvan Springs a lump sum payment of \$3,500.00 upon execution of this agreement.
3. Sylvan Springs shall use the public funds to purchase additional playground equipment for its existing playground.
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Sylvan Springs shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. Sylvan Springs shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Sylvan Springs for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Sylvan Springs representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Sylvan Springs representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of there, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Sylvan Springs, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any-thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Sylvan Springs shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

TOWN OF SYLVAN SPRINGS, ALABAMA

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

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the following revised resolution for the Jefferson County Group Health Care Plan be adopted. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

Aug-25-2016-719

RESOLUTION

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Group Health Care Plan (the "Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees, retirees and their eligible family members; and

WHEREAS, retiree Health Plan coverage generally will be provided to eligible individuals prior to age 65 who are vested and thus entitled to receive, either currently or in the future, a monthly benefit under the rules and regulations of The General Retirement System for Employees of Jefferson County (the "Pension Plan") and to eligible dependents of such individuals, as more fully described below; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee and retiree contributions and dedicated service by continuing the Health Plan for the October 1, 2016 through September 30, 2017 Plan Year. Jefferson County Commission will absorb the cost of a rate increase so that monthly rates will remain as the 2015-2016 Plan Year for the Employee and Family Health Plan coverage. The Commission approved the introduction of a third tier of coverage for Employee + 1.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Health Plan, and the Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 1-12 of this Resolution:

1. Employee Contributions. Eligible employees' Health Plan contributions for employee, employee +1, and family Health Plan coverage shall be determined on a monthly basis for the October 1, 2016

through September 30, 2017 Plan Year by the Receiver/Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Employee: \$117.92 per month
Employee +1: \$262.49 per month
Family: \$341.01 per month

2. Retiree Contributions. Eligible Retirees' (as defined in Paragraph 3 below) Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2016 — September 30, 2017 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Retiree's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Retiree based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner (as defined in Paragraph 5 below) and his or her Eligible Dependents (as defined in Paragraph 4 below) shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of sixty-four (64) years (the "Disability Rate") regardless of the individual's actual years of service or age. When a Medicare-eligible individual is treated as an Eligible Employee under Paragraph 5 below solely for the purposes of Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply; (ii) the single coverage amount shall apply when one Eligible Dependent is covered; and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continue(s) to be covered, (a) the Disability Rate shall apply; (b) the single coverage amount shall apply when one Eligible Dependent is covered; and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director.

3. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Health Plan, an individual who:

- (i) has not reached age sixty-five (65);
- (ii) is vested and thus entitled to receive, either currently or in the future, a monthly pension benefit under the Pension Plan (a "Pension");
- (iii) (a) is covered by the Health Plan immediately before the date the Pension actually is paid; (COBRA coverage shall not count as coverage under the Health Plan for this purpose); or
(b) for an individual that is Involuntarily Retired (as defined in this Paragraph 3 below), is covered by the Health Plan as of the employee's date of separation from employment; and
- (iv) elects to begin payment of his or her Pension, and coverage under the Health Plan, at his or her first opportunity to do so (including, an early retirement pension payment opportunity), (collectively, compliance with (i)-(iv) above constitute an "Eligible Retiree") will, following his or her timely completion of any enrollment or application forms required by the Director, be eligible for Health Plan coverage as of the date the Pension becomes payable. Pursuant to Paragraph 3(iv) above, regardless of any other operative terms and provisions of the Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Health Plan and accordingly, must become covered in the Health Plan as of his or

her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to non-payment of required participant contributions.

Whether an individual is "Involuntarily Retired" for purposes of Paragraph 3(iii)(b) above shall be determined by the Director in its sole discretion based on the facts and circumstances of the individual's separation from employment (understanding that the Pension Board of the Pension Plan shall determine as needed, for purposes of eligibility for a "20/55 Deferred Retirement" or an "18/60 Deferred Retirement" under the Pension Plan, whether an individual has been "involuntarily retired" based on facts and circumstances provided to the Pension Board by the Director).

4. Eligible Retiree Dependent Coverage. Subject to the operative terms and provisions of the Health Plan, an Eligible Retiree who is himself or herself eligible for Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Health Plan enrollment if he or she has reached age sixty-five (65). Regardless of any other operative terms and provisions of the Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the Health Plan; accordingly, an Eligible Dependent must be enrolled in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to non-payment of required participant contributions.

5. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is first eligible to receive a Pension shall be ineligible for Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Health Plan enrollment of Eligible Dependents); and (ii) an Eligible Retiree's Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date; and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Retiree.

6. Eligible Retiree Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Health Plan enrollment as an Eligible Dependent shall be ineligible for Health Plan enrollment; and (ii) the Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date; and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Dependent.
7. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Health Plan that shall remain in effect for the October 1, 2016 through September 30, 2017 Plan Year. Regardless of any operative terms or provisions of the Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraphs 3 or 4 above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.
8. COBRA Coverage. Following the termination of the Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.
9. Current Mailing Address. Covered employees and retirees shall be responsible for at all times maintaining on file with the Director their own current mailing address and the current mailing address of each of their covered dependents.
10. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Health Plan administrative services for the October 1, 2016 through September 30, 2017 Plan Year.
11. 2016-2017 Plan Year. The Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2016 through September 30, 2017 Plan Year as a discretionary program that may be terminated or amended by the Commission at any time for any reason. This Resolution is limited to authorizing the Health Plan to continue only for the October 1, 2016 through September 30, 2017 Plan Year; therefore, further Commission action shall be required to continue the Health Plan in effect beyond September 30, 2017.
12. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

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

Motion was made by Commissioner Joe knight and seconded by Commissioner Sandra Little Brown that the following item be added as New Business. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.

AUG-25-2016-720

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for an Award of Bid 16076 for the purchase of Pharmaceutical Drugs and Distribution Services be awarded to Morris and Dickson Pharmaceuticals for a period of August 25, 2016 through August 24, 2019.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, September 8, 2016.

President

ATTEST:

Minute Clerk