

STATE OF ALABAMA)

JEFFERSON COUNTY) June 18, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:07 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

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the Minutes of June 4, 2015, be approved. Voting "Aye" Bowman, Brown and Stephens. Commissioner Knight was not in Commission Chambers during this vote.

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The Commission met in Work Session on June 16, 2015, and approved the following items to be placed on the June 18, 2015, Regular Commission Meeting Agenda:

· Commissioner Bowman, Health and General Services Committee Items 1 through 7, Addendum Items 1 through 4 and one additional item.

· Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 19 and Addendum Item 5.

· Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 22 and Addendum Items 6 through 11.

· Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 5 excluding Item 2.

· Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 33 and Addendum Items 12 through 14.

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A Public Hearing was held to receive comments of on the liquor application submitted by Dolgencorp LLC, applicant; Nicholas Anthony Trimarco, Store Manager; d/b/a Dollar General Store 15005 located at 5545 Eastern Valley Road, McCalla for an off-premise retail beer and wine license. James Runyan and a district manager with Dollar General spoke before the Commission. The Commission took the following action.

Jun-18-2015-485

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Dolgencorp LLC, applicant; Nicholas Anthony Trimarco, Store Manager; d/b/a Dollar General Store 15005 located at 5545 Eastern Valley Road, McCalla, AL 35111 for an off-premise (050) Retail Beer and an (70) Retail Table Wine license, be and hereby is approved.

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

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Jun-18-2015-486

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

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

as prescribed by law, and

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

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

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

Z-2015-008 Craig Jordon, owner; requests a change of zoning on part of parcel ID# 24-03-1-015-007.000 in Section 3 Twp 17 South Range 1 West from R-6 (Single Family) to R-5(A) (Mobile Home Subdivision) to consolidate zoning in order to allow the placement of one (1) mobile home. (Case Only: 740 Anniston Avenue, Trussville, AL 35173) (QUEENSTOWN) (0.34 Acres M/L)

Motion was made by Commissioner Brown seconded by Knight Commissioner that Z-2015-008 be approved. Voting "Aye" Brown, Knight, Bowman and Stephens.

Z-2015-011 Oak Grove Land Company, LLC owners; Charles A.J. Beavers, Jr., agent; requests a change of zoning on Part Parcel ID#s 31-24-3-002-010.000 & 011.000 in Section 24 Twp 18 South Range 5 West from R-2 (Single Family) to I-3 (Industrial) for a sedimentation and erosion control pond for the Concord Operation Plant. (Case Only: 1590 Concord Mine Road, Bessemer, AL 35023)(CONCORD)(11.3 Acres M/L)

RESTRICTIVE COVENANT: The site shall be used for a sedimentation pond and roads only.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-011 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Stephens.

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Jun-18-2015-487

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Third Addendum to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Medsphere Systems to assist in converting data to Cerner/IDX and extends term of agreement beginning October 19, 2015 and ending October 18, 2016 in the amount of \$279,480.

THIRD ADDENDUM  
TO  
MASTER LICENSE AND SUBSCRIPTION AGREEMENT

This Third Addendum (the "Addendum") to that Master License and Subscription Agreement (the "Agreement") dated October 19, 2010, between Medsphere Systems Corporation, a Delaware corporation, having a place of business at 1903 Wright Place, Suite 120, Carlsbad, CA 92008 ("Medsphere") and Cooper Green Mercy Health Services ("Customer") is effective May 30, 2015.

WHEREAS:

- (a) Customer wishes to extend the Term through October 18, 2016, and
- (b) Customer wishes to have Medsphere assist in converting data to Cerner/IDX.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the foregoing recitals, the parties hereby agree to amend the Agreement by adding the following:

- 1. The Term of the Agreement is hereby extended until October 19, 2016. (Dates are correct according to Addendum)
- 2. Beginning October 19, 2015 and continuing through October 18, 2016, the Subscription Service Fees will be \$23,290 per month payable in quarterly installments of \$69,870 in advance of each three-month period starting October 19, 2015.
- 3. Medsphere will reasonably assist Customer in converting data to Cerner/IDX contingent upon the full cooperation and participation of Customer and Cerner/IDX.

Except as modified above, all other terms and conditions of the Agreement shall remain in force.

Customer

Medsphere Systems

James A. Stephens, President - Jefferson County Commission

Irv H. Lichtenwald, Chief Executive Officer

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

Knight, Brown, Bowman and Stephens.

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Jun-18-2015-488

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Jefferson State Community College for CGMHS to provide clinical education for Medical Laboratory Technician students. This is a no cost agreement.  
CONTRACT NO.: 00005502

Contract Amendment No. II

This Amendment to Contract entered into the 21<sup>st</sup> date of September, 2013, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and Jefferson State Community College, hereinafter referred to as "the School" to provide education for Medical Laboratory Technician students.

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. 00005502 Amendment I between the parties referenced above, which was approved by the Commission on August 14, 2014; recorded in MB: 166, Page (544):

Amend the term of the contract to August 16, 2015 through August 15, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. "Jimmie" Stephens, President - Jefferson County Commission

JEFFERSON STATE COMMUNITY COLLEGE

\_\_\_\_\_, Authorized Representative

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

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Jun-18-2015-489

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Carol Leitner, M.D. to provide surgical services for FY2015-2016 in the amount of \$212,840.

Contract ID: CON-00005639

Carol Leitner, MD

AMENDMENT II

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Carol Leitner, MD, (hereinafter referred to as "Surgeon,") is hereby effective on October 1, 2015 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 of the contract between the parties which was approved by the Jefferson County Commission on July 10, 2014, and recorded in Minute Book 166; Page(s) 446, is hereby amended as follows:

EXTEND THE TERM:

- Extend the term of this contract to October 1, 2015 - 9/30/16.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President - Jefferson County Commission

PROVIDER

Carol Leitner, M. D.

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

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Jun-18-2015-490

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Nassif Cannon, M.D. to provide internal medicine services for the period November 1, 2015 - October 31, 2016 in the amount of \$180,000.

Contract ID: CON-00005819

Nassif Cannon, MD

AMENDMENT II

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Nassif Cannon, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective on November 1, 2015 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:

This is Amendment II to the contract between the parties which was approved by the Jefferson County Commission on August 14, 2014, and recorded in Minute Book 166; Page(s) 545-546, is hereby amended as follows:

EXTEND THE TERM:

- Extend the term of this contract to November 1, 2015 - October 31, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President - Jefferson County Commission

PROVIDER

Nassif Cannon, M. D.

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

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Jun-18-2015-491

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Siemens Water Technologies, LLC, d/b/a Evoqua Water Technologies to provide services and parts of the laboratory de-ionized water system for FY2015-2016 in the amount of \$2,689. CONTRACT NO.: 00005878

Contract Amendment I

This is Amendment I to Contract entered into the 28<sup>th</sup> day of August, 2014 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Siemens Water Technologies, LLC, d/b/a Evoqua Water Technologies, hereinafter referred to as the "Contractor" for annual service and part for the laboratory DI (de-ionized) water system.

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. 00005878. The Contract between the parties referenced above, was approved by the Commission on August 28, 2014; recorded in MB 166, Page (s) 606.

Amend Term of Contract:

Amend the term to October 1, 2015 through September 31, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. "Jimmie" Stephens, President

VENDOR:

\_\_\_\_\_, Authorized Representative

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

Jun-18-2015-492

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and EMD Millipore to provide parts and services for the chemistry analyzer's two (2) water systems in the lab for the period July 1, 2015 - June 30, 2016 in the amount of \$6,640.46.

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

Jun-18-2015-493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Thermo Fisher Financial Services/Fisher Health Care to provide for rental of Abbott Architect reagents and consumables with the contract ending June 8, 2017 (per contract) in the amount of \$16,008.58 per month. CONTRACT NO.: 00001814

Contract Amendment No. II

This is Amendment to Contract entered into the 1<sup>st</sup> day of June, 2011 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Fisher Health Care, hereinafter referred to as the "Contractor" for reagent rental of Abbott Architect reagents and consumables.

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. 00001814. The Amendment I of reagent rental contract between parties referenced above, was approved by the Commission on June 28, 2011; recorded in MB 162, Page (s) 4.

See attached table (on file in the Minute Clerk's Office)

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

JEFFERSON COUNTY COMMISSION

James A. "Jimmie" Stephens, President

VENDOR:

\_\_\_\_\_, Authorized Representative

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

Jun-18-2015-494

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Stella Seagle, RHIT CTR to provide cancer registry services for FY2015-2016 in the amount of \$10,000.

CANCER REGISTRY SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2015, by and between Jefferson County, Alabama, hereinafter called "the County," and, Stella Seagle, RHIT, CTR hereinafter called "the Contractor" to provide Cancer Registry Services for Cooper Green Mercy Health Services. The effective date of this agreement shall be October 1, 2015

WHEREAS, the County desires to contract for Cancer Registry Services for Cooper Green Mercy Health Services; and

WHEREAS, the Contractor desires to furnish said professional services to the County; NOW, THEREFORE, the parties hereto do manually agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary cancer registry services provided under this contract, as required by Cooper Green Mercy Health Services. The Contractor shall:
  - A. Provide Cancer Registry Services to include abstracting and coding for all Oncology cases identified by Cooper Green Mercy Health Services, and preparing same for submission to the Alabama State Cancer Registry in accordance with Act #95-275 of the Alabama Legislature and rules set forth by the Alabama State Board of Health.
  - B. Maintain and keep up to date Cooper Green Mercy Health Services policy and procedure manual previously provided by Contractor for abstracting, coding, and reporting all Oncology cases.
3. **TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to Cooper Green Mercy Health Services at any time after the effective date of this Contract. The term of this agreement shall be from the effective date (October 1, 2015) through September 30, 2016. However, the contract can be renewed, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be paid at the rate of \$25.00 per abstracted chart, up to a maximum of \$10,000.00 annually. Payment will be made within 30 days of receipt of invoice.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this Contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this Contract will be done so without regard to race, creed, color, sex, national origin, religion, or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this Contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **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.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **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 of family member of any of the, 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 the 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 of official as inducement or consideration for this Agreement.
13. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon

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

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

Jefferson County Commission  
James A. Stephens, President

VENDOR  
Stella Seagle, RHIT, CTR

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

Jun-18-2015-495

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Corinth Company for the demolition, cap of all utility services and minor grading of a residential house located on the site of the animal clinic property in the amount of \$12,850.

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

Jun-18-2015-496

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Johnson Controls, Inc. to provide maintenance and repair services for Metasys controls systems, York chillers, cardkey security access system and ABB variable frequency drives for a three year period in the amount of \$2,350,680.03.

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

Jun-18-2015-497

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Insolvents, Errors and Taxes in Litigation for 2014 and Uncollected Insolvents and Taxes in Litigation from Previous Years report from the Tax Collector's Office.

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2013 AND  
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEARS)

THE STATE OF ALABAMA  
JEFFERSON County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 18<sup>th</sup> day of JUNE, 2015. J. T. SMALLWOOD, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2013 , as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes – General	\$ 99,801.30
– Soldier	\$ 39,9920.52
– School	\$ 119,851.32
Errors in Assessments: State Taxes – General	\$ 1,589,279.90
– Soldier	\$ 685,711.96
– School	\$ 2,021,973.12
Taxes in Litigation: State Taxes – General	\$ 46,261.25
– Soldier	\$ 18,504.50
– School	\$ 55,513.50

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2012 , as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes – General	\$ 76,586.65
– Soldier	\$ 30,614.66
– School	\$ 92,554.74

And said Collector is also allowed credit for the following taxes in litigation for the previous years) which he has been unable to collect as follows:

	General	Soldier	School
2013	\$ 11,689.20	\$ 4,675.68	\$ 14,027.04
2012	\$ 1,275.77	\$ 510.28	\$ 1,530.88
2009	\$ 65,138.42	\$26,055.35	\$ 6,217.79

Given under my hand this 18<sup>th</sup> day of JUNE, 2015

James A. Stephens, Presiding Officer

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2010	\$ 4,207.06	\$ 1,682.83	\$ 5,048.49
2009	\$ 7,013.78	\$ 2,805.51	\$ 8,416.53
2008	\$ 0,222.99	\$ 4,089.16	\$ 12,267.49
2006	\$ 3,016.06	\$ 1,206.42	\$ 3,619.27
2005	\$ 814.96	\$ 325.98	\$ 977.96
2004	\$ 755.08	\$ 302.03	\$ 906.11
2003	\$ 89.93	\$ 35.98	\$ 107.98
2002	\$ 1,231.65	\$ 492.66	\$ 1,477.99
2001	\$ 834.30	\$ 333.76	\$ 1,001.27
1995	\$ 10,392.10	\$ 4,156.65	\$ 12,470.19
1991	\$ 395.51	\$ 158.20	\$ 474.60
1990	\$ 1,946.73	\$ 778.52	\$ 2,335.86

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

Jun-18-2015-498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and to help fund the purchase of tables and chairs for seniors at the Roosevelt City Recreation Center in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, City of Birmingham Roosevelt Neighborhood Association ("RNA") applied for a grant of funds for \$1,000.00; and

WHEREAS, the Roosevelt Neighborhood Association, a volunteer organization, requests funds for renovations of the Roosevelt City Recreation Center, located at 5904 Higan Ave, Birmingham, Alabama 35228, to purchase tables and chairs for the facility to benefit the seniors that come; and

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

WHEREAS, Sandra Little Brown has recommended funding of \$1,000.00 to RNA, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.



2. The County shall pay to RNA a lump sum payment of \$1,000.00 upon execution of this agreement.
3. RNA shall use the public funds to assist with the renovations of RNA to purchase tables and chairs for the senior that come to the rec center.

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

4. RNA, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.
5. RNA, 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 RNA, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. RNA 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. RNA representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that neither RNA, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired or connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee in any manner whatsoever to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever or anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of the foregoing certifications shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ROOSEVELT NEIGHBORHOOD ASSOCIATION

GWENDOLYN SWAIN, President

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

\_\_\_\_\_  
Jun-18-2015-499

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and R.E.S.P.E.C.T. Organization to help offset the cost of their Back to School Rally in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
 WHEREAS, under this Program, The R.E.S.P.E.C.T. Organization ("Respect") applied for a grant of funds for \$2,500.00; and  
 WHEREAS, RESPECT is a 501(c)(3) organization that seeks funds for the RESPECTECT Back to School Rally which is a free event offering book bags with school supplies, food, rides, giveaways and entertainment for the entire family; and

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

WHEREAS, Commissioners Sandra Little Brown has recommended funding of \$2,500.00 to RESPECT, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to RESPECT a lump sum payment of \$2,500.00 upon execution of this agreement.
3. RESPECT shall use the public funds to offset costs of the RESPECT Back to School Rally which provides refreshments, gifts, uniforms, school supplies and wholesome entertainment to inspire students to demonstrate respectful behavior and to increase self-esteem as students prepare to return to school.

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

4. RESPECT, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.
5. RESPECT, 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 RESPECT, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. RESPECT, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. RESPECT, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither RESPECT, 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 certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

THE R.E.S.P.E.C.T. ORGANIZATION

STEVE GREEN, FOUNDER

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

\_\_\_\_\_  
Jun-18-2015-500

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute a modification to the agreement between Jefferson County, Alabama and Hatch Mott McDonald for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The modification is to extend the contract requested by Amendment No. 5. The new completion date be August 5, 2015. All other conditions and terms shall remain the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #5

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 2011.

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 September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The new completion dates shall be August 5, 2015. There is no cost associated with this modification. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

\_\_\_\_\_, Senior Project Manager

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

\_\_\_\_\_  
Jun-18-2015-501

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Oak Grove Storm Shelter Project. The modification is to change the scope of work for the contract to include a civil engineer to design the site work for the Oak Grove Storm Shelter Project. The additional costs associated with this modification shall be \$1,000.00. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architecture, Inc, hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be November 20, 2014

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 November 20, 2014 in Minute Book 167, Page 239, is hereby amended as follows:

The purpose of this Modification is to change the scope of work for the contract with Jefferson County Commission and Thompson Architecture, Inc. to include a civil engineer to design the site work for the Oak Grove Storm Shelter Project. The additional costs associated with this modification is \$1,000.00. All other terms and conditions of contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

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

\_\_\_\_\_  
Jun-18-2015-502

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and  
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development

Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Christian & Small LLP was selected through the Request for Proposals process;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Christian & Small LLP to perform said legal services in an amount not to exceed \$25,000.00 in support of Jefferson County's Community & Economic Development Programs.

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

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Jun-18-2015-503

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, James A. Stephens, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the provision of architectural services in connection with the Martintown Senior Center Improvements Project (CD14-03A-U-MSA). The fee for these services shall not exceed Twenty Eight Thousand One Hundred and 00/100 Dollars (\$28,100.00), and will be paid for in full with federal funds. This project is from the 2014 Program Year.

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

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Jun-18-2015-504

WHEREAS, Jefferson County Commission has entered into a participation agreement with One Roof, Inc. formerly, Metropolitan Birmingham Services for the Homeless (MBSH) for the Homeless HMIS Project regarding access and use of the Program Management Information System of Alabama known as PromisAL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute the End User Agreement between Jefferson County, Alabama and the following staff members of the Jefferson County Office of Community & Economic Development: Akirashanti Byrd, Yolanda Caver, Sandra Foster, and Felicia Smith. There are no funds associated with this agreement.

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

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Jun-18-2015-505

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Sentell Engineering, Inc. for engineering services associated with the Warrior Storm Shelter II (PF-B-12-2-WSS2). The fee for these services shall not exceed One Hundred Eight Thousand and Three Hundred and Two and 00/100 Dollars (\$108,302.00), and will be paid for in full with CDBG-DR federal funds. This project is from the Program Year 2012 funds.

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

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Jun-18-2015-506

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the

prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2015 Jefferson County Five-Year Consolidated Plan, Citizens' Participation Plan and the 2015-16 One-Year Action Plan; and

WHEREAS, Jefferson County expects to receive \$1,724,446.00 in CDBG funds, \$0.00 in CDBG program income; \$579,144.00 in HOME funds, \$0.00 in County match and \$250,000 in HOME program income; and \$155,686.00 in federal ESG funds making a total of \$2,709,276.00 in funds available for Program Year 2015-2016; and

WHEREAS, The Office of Community & Economic Development has developed a budget and 2015 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2015 Five-Year Consolidated Plan, 2015 One-Year Action Plan, Standard Forms 424, Consolidated Plan Certifications, and Citizens' Participation Plan for Jefferson County, Alabama.

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

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Jun-18-2015-507

WHEREAS, Jefferson County, Alabama has received funding from the U.S. Department of Housing and Urban Development; and  
WHEREAS, the Integrated Disbursement and Information System (IDIS) is utilized to report information on the HUD programs; and  
WHEREAS, it is necessary for all users to complete an IDIS Access Request Form.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is authorized to sign the IDIS Access Request Form for the Community & Economic Development staff.

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

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Jun-18-2015-508

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification for Amendment #2 to the agreement between Jefferson County, Alabama and NHB Group LLC., for the Concord Storm Shelter Project. The modification for Amendment #2 is to change the scope of the agreement to include additional architectural design work, an additional boundary survey, preparation and attendance to subdivision and rezoning hearing, field line investigation and special inspections for the Concord Storm Shelter Project. The cost associated with this amendment shall be \$38,160.00. The new agreement amount shall be \$93,400.00. The Amendment #2 shall extend the agreement time to April 29, 2016. All other terms and conditions of the original contract shall remain the same. This project is funded with federal CDBG-DR funds from program year 2013.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and NHB Group hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be April 10, 2014.

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 April 10, 2014, in Minute Book 166, Pages 175, as amended in Minute Book 168, Page 118, is hereby amended as follows:

The modification for Amendment #2 is to change the scope of the agreement to include additional design work, an additional boundary survey, preparation and attendance to subdivision and rezoning hearing, field line investigation and special inspections for the Concord Storm Shelter Project. The cost associated with this amendment shall be \$38,160.00. The new agreement amount shall be \$93, 400.00. The Amendment #2 shall extend the agreement time to April 29, 2016. All other terms and conditions of the original contract shall remain the

same. This project is from the 2013 program year

JEFFERSON COUNTY, AL

James A. Stephens, President

Jefferson County Commission

CONSULTANT

\_\_\_\_\_, President

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

\_\_\_\_\_  
Jun-18-2015-509

WHEREAS, Jefferson County has received a Notice of Grant Award from the Alabama Department of Senior Services for a State Health Insurance Assistance Program (SHIP); and

WHEREAS, the grant assistance is \$28,804.00; and

WHEREAS, the grant period is 4/1/2015 - 6/30/2015.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Grant Agreement with ADSS for the State Health Insurance Assistance Program (SHIP).

#### GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the Grantee) and the Alabama Department of Senior Services for the local implementation of the State Health Insurance Assistance Program (SHIP) grant. It is understood that funding comes from the SHIP federal grant (CFDA# 93.324, Grant No. 90SA0034-02-00).

PURPOSE: The Grantee will be part of Alabama's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters.

TERM OF AGREEMENT: The grant period begins April 1, 2015 and shall terminate not later than June 30, 2015 or any time prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. This grant is subject to applicable statutory or regulatory requirements and the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75.

PAYMENT: Funds for this Grant Agreement period shall not exceed \$28,804. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

REPORTING: The Grantee shall:

1. Enter the following into SHIPMATES on a monthly basis no later than the 20<sup>th</sup> day of the month following the end of the calendar month of service to which they apply
2. Provide the SHIP Director information regarding upcoming events monthly but no later than the 20<sup>th</sup> day of the month prior to the event.
3. The Grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
4. The data reported monthly must have supportive documentation for verification purposes. Documentation shall be retained for a period of three years as set forth and described in 45 CFR Part 75. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
5. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21<sup>st</sup> of the month following the end of the quarter. Reporting will be accurate and true, Reports will cover the funds and activities of this Grant Agreement only.

CONTINGENCY CLAUSE: It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Administration for Community Living. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION:

1. Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant.
2. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

NOT TO CONSTITUTE A DEBT OF THE STATE: Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the Grantee shall make available to ADSS the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant.

TRAFFICKING VICTIMS PROTECTION ACT: This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (72 U.S.C. 7104). This grant is subject to the requirements set forth in 45 CFR Part 75 (for non-profit organizations and educational institutions) or 45 CFR Part 75 (for state, local, and federally recognized tribal governments).

COPYRIGHT: As a term and condition of a grant award under 45 CFR 75, the awarding agency will retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use and authorize others to use, for Federal government purposes, the copyright in any work developed under the grant, or a sub grant or subcontract, and in any rights to a copyright purchased with grant support.

MANDATORY DISCLOSURES: The Grantee is required to notify ADSS in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this federal award.

DEBARMENT: The Grantee, by signing this agreement, certifies it is not barred from bidding for or entering into this agreement and the Grantee acknowledges that ADSS may declare the agreement void if the certification completed is false.

REGISTRATION: All organizations receiving Federal financial awards or sub awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration.

WHISTLEBLOWER: Grantees are hereby given notice that the 48 CFR §3.908 implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act applies to this award.

IMMIGRATION LAW COMPLIANCE: By signing this agreement, the Grantee agrees 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, if Grantee is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended, and has provided proper documentation to ADSS.

CONFIDENTIALITY: Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

GRANTEE STATUS: The Grantee is not an agent or employee of the State or ADSS.

ASSURANCES: The Grantee hereby agrees to abide by the attached assurances.

The undersigned hereby accepts the 2015-2016 SHIP Basic Grant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Emily T. Marsa (For Legal Compliance/Form)

GRANTEE

James A. Stephens, President, Jefferson County Commission

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

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Jun-18-2015-510

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older

Americans Act of 1965 for grant assistance; and

WHEREAS, the original grant award is increased by \$1,685,748.00 and the total Title III NGA for the period 10/1/2014 - 9/30/2015 is \$2,110,942.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Revision #1 to the Title III of the Older Americans Act of 1965 NGA and General Conditions.

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

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Jun-18-2015-511

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Randy Jones has been appointed by the Presiding Judge of Family Court, Jude Raymond Chambliss, to the existing appointed at-will Chief Probation Office pursuant to Alabama Code - Section 12-5A-7. The appointed at-will Chief Probation Officer position shall be compensated at a bi-weekly salary of \$4,920.80. The appointed at-will Chief Probation Officer shall receive the same benefits available to employees in the classified service.

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

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Jun-18-2015-512

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and Pitney-Bowes to provide maintenance and meter rental for the Connect +3000 mailing system for Family Court - Birmingham for a period of thirty-six months in the amount of \$36,248.

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

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Jun-18-2015-513

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and Pitney-Bowes to provide maintenance and meter rental for the Connect + 1000 mailing system for Family Court - Bessemer for a period of thirty-six months in the amount of \$12,156.

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

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Jun-18-2015-514

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama and Pitney-Bowes to provide maintenance and meter rental for the DL-400 automatic letter opener for Family Court - Birmingham for a period of thirty-six months in the amount of \$5,824.

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

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Jun-18-2015-515

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



- a. Technical Innovations - maintenance and support for testing equipment for FY2015-2016 in the amount of \$37,900
- b. IBM Corporation - annual subscription and technical support for SPSS, a statistical software package for FY2015-2016 in the amount of \$11,674.96
- c. Bright House Networks - provides an update component for the Disaster Recovery (DR) System for the period August 1, 2015 - July 31, 2018 in the amount of \$2,040 annually. (remaining budget \$21,564)

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

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Jun-18-2015-516

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Dwight T. Sloan to the Mount Olive Fire & Rescue District Board for a term ending June 2020, be and hereby is approved.

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

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Jun-18-2015-517

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Friends of McCalla, Inc. to help pay construction costs associated with the McCalla Youth Sports Complex entrance road in the amount of \$2,500.

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
 WHEREAS, under this Program, Friends of McCalla, Inc. ("FOMI") applied for a grant of funds for \$2,500.00; and  
 WHEREAS, is a 501(c)(3) organization which seeks funds to aid in the construction costs for the McCalla Youth Sports Complex's entrance road from the beginning of the park at Eastern Valley Road to a creek on the property, which includes Phase 1 and Phase 2 of grading and construction; and

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

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

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

NOW THEREFORE, the parties agree as

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to FOMI a lump sum payment of \$2,500.00 upon execution of this agreement.
3. FOMI shall use the public funds to help pay for construction costs for McCalla Youth Sports Complex.

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

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

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

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

7. FOMI, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family

member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither FOMI, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

FRIENDS OF MCCALLA, INC.

B. K. "Skipper" Goodwin, III, Chairman & President

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

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Jun-18-2015-518

BE IT RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Resurfacing various eligible roads/ streets in Jefferson County. Length -15.4 miles. Project # STPBH3715 (252), JCP 37-CR-15, CPMS Ref. # 100056325; which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 18<sup>th</sup> day of June, 2015.

ATTESTED:

James A. Stephens

County Clerk

Chairman, County Commission

A G R E E M E N T - MPO (FA STP Funds)

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and JEFFERSON COUNTY, ALABAMA (FEIN 63-6001579), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the resurfacing various eligible roads/ streets in Jefferson County. Length-15.4 miles. Project # STPBH-3715 (252), JCP 37-CR-15, CPMS Ref. # 100056325.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE audd\_the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$1,400,000.00 Federal funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Birmingham Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

below:

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA STP Funds (Birmingham Area Dedicated)	\$ 1,400,000.00
County Funds	350,000.00
TOTAL (Incl. E & I)	\$ 1,750,000.00

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers and employees in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

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

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

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

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

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

<p>ATTEST:</p> <p>Clerk</p> <p>RECOMMENDED</p> <p>State County Transportation Engineer</p> <p>D. E. Phillips, Jr., P.E.</p>	<p>JEFFERSON COUNTY, ALABAMA</p> <p>James A. Stephens, Jefferson County Commission</p> <p>STATE OF ALABAMA, ACTING BY AND THROUGH THE</p> <p>ALABAMA DEPARTMENT OF TRANSPORTATION</p> <p>Chief Engineer Ronald L. Baldwin, P.E.</p>
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This agreement has been legally reviewed and approved as to form and content:

Chief Counsel, Jim Ippolito, Jr.,  
Alabama Department of Transportation  
Transportation Director John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF  
GOVERNOR OF ALABAMA  
ROBERT BENTLEY

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

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Communication was read from Roads & Transportation recommended the following;

1. Trussville Utilities Board to install 995' of 2" gas main on 4<sup>th</sup> Place NW from intersection of 28<sup>th</sup> Avenue to intersection with 4<sup>th</sup> Street NW in Center Point.
2. Trussville Utilities Board to install 840' of 2" gas main on 20<sup>th</sup> Court NW in Center Point.

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

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Jun-18-2015-519

A RESOLUTION DECLARING NINE UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH COURT AWARDED VEHICLES OR VEHICLES PURCHASED WITH CONFISCATED FUNDS.

NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County or Federal Courts to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and

WHEREAS, nine of these vehicles have exceeded their operability as undercover vehicles.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicles which will be replaced at a later date with vehicles that are awarded by the Courts, or purchased with confiscated funds for undercover enforcement.

1. A066075 Dodge Durango
2. A0760124 Pontiac Grand Am
3. A076064 Jeep Wrangler
4. B086032 Toyota Tundra
5. A086036 Dodge Durango
6. A056202 Chevrolet Trailblazer
7. Aa46001 Jeep Liberty
8. A026042 Nissan Xterra
9. A066077 Dodge Magnum

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

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Jun-18-2015-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Kimberly for the County to resurface Mahaffey Road from Self Creek Road to Bone Dry Road at a cost estimated to be \$90,000 (Kimberly - \$56,000/County - \$34,000)

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this 3<sup>rd</sup> day of June, 2015, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Kimberly, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City to be in need of

immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the City and County do mutually agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed by its own forces but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto. This contract will terminate on December 31, 2015.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit B.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall escrow with the County \$28,000.00, one-half of the estimated cost as outlined in the Schedule of Work. The City will reimburse the County for the remaining one-half of estimated cost within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither the County's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

The County will not assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except for issues related to workmanship for up to one (1) year from the date of completion.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination.

Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (2) for expenses sustained prior to the effective date of termination in performing services and

furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work.

Anything in this Agreement to the contrary notwithstanding, the County may immediately suspend any and all work to be performed hereunder in the event that the County is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 8. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic

mail were received at the correct account) to each of the respective parties as follows:

If to the City: Kimberly, Alabama  
Attention: Mayor Robert Ellerbrock  
P. O. Box 206  
Kimberly, Alabama 35091  
mayor a@kimberlyal.org (Electronic Mail)

If to the County: Jefferson County, Alabama  
Attention: Tracy A. Pate, Interim Director/County Engineer  
716 Richard Arrington Jr. Blvd. N., A-200  
Birmingham, Alabama 35203  
patet a@jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 9. Governing Law. 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.

Section 10. Force Majeure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF KIMBERLY, ALABAMA

Robert Ellerbrock, Mayor

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

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Jun-18-2015-521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for Assistant Attorney Allison Nichols Gault be increased to \$79,000 effective June 18, 2015.

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

Jun-18-2015-522

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

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

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Jun-18-2015-523

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

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

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Jun-18-2015-524

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

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

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Jun-18-2015-525

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

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

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Jun-18-2015-526

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Fay N. Posey is hereby denied.

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

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Jun-18-2015-527

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Lisa Adams Garrett is hereby denied.

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

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(Void resolution - on Minutes twice - see Resolution No. Jun-18-2015-524)

Jun-18-2015-528

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

denied.

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

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Jun-18-2015-529

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mid Century Insurance Company on behalf of Bobby Brooks is hereby denied.

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

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Jun-18-2015-530

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

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

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Jun-18-2015-531

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Allstate Insurance on behalf of Sheila Merchant in the amount of Five Thousand Five Hundred Twelve and 99/100 (\$5,592.99) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Allstate Insurance in the amount of \$5,512.99 and forward it to the County Attorney for disbursement.

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

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Jun-18-2015-532

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Heath and Erica Elrod in the amount of One Thousand One Hundred Seventy Two and 28/104 (\$1,172.28) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Heath and Erica Elrod in the amount of \$1,172.28 and forward it to the County Attorney for disbursement.

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

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Jun-18-2015-533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement and property damage claim of Andrew Velazquez in the amount of Seven Thousand Two Hundred Fifty and 67/100 (\$7,250.67) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Andrew Velazquez in the amount of \$7,250.67 and forward it to the County Attorney for disbursement.

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



Jun-18-2015-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Ellen Craig Davis in the amount of Nine Hundred Two and 50/100 (\$902.50) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Ellen Craig Davis in the amount of \$902.50 and forward it to the County Attorney for disbursement.

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

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Jun-18-2015-535

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *Jefferson County, Alabama v. Gregory Pack, et al.*, Civil Action No. CV-2011-0310, in the amount of Eight Thousand Five Hundred Dollars and 00/100 (\$8,500), which represents the difference in the settlement amount of \$67,000 and the sum of \$58,500 previously paid into court and on deposit with the Jefferson County Circuit Clerk, Bessemer Division. The Chief Financial Officer is hereby directed to issue a check payable to "Gregory Pack" in the amount of \$8,500.00 and forward same to the County Attorney for distribution.

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

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Jun-18-2015-536

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

Memorandum of Understanding with the Jefferson County 911 Emergency Communications District, Inc. to temporarily relocate the Sheriff's dispatch personnel to and temporarily use equipment at the Jefferson County 911 Dispatch Center for the period May 1, 2015 - December 1, 2015 in the amount of \$25,000 per month.

MEMORANDUM OF UNDERSTANDING  
REGARDING DISPATCH CENTER FEES

This Memorandum of Understanding ("MOU") is made and entered into by Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama, ("Sheriff Hale"), and the Jefferson County 911 Emergency Communications District, Inc. ("Jefferson County 911"), wherein the parties hereto agree as follows:

WHEREAS, Jefferson County 911 maintains a dispatch center located at 2659 Center Point Parkway, Birmingham, Alabama 35215 (the "Dispatch Center");

WHEREAS, the Jefferson County Sheriff's Office employs personnel (the "Dispatch Personnel") to perform dispatch operations, which include processing 911 calls and performing emergency dispatch;

WHEREAS, Jefferson County 911 and the Jefferson County Sheriff's Office have previously entered a memorandum of understanding whereby Jefferson County 911 allowed the Jefferson County Sheriff's Office to temporarily relocate Dispatch Personnel to, and to temporarily use equipment at, the Dispatch Center to conduct dispatch operations for the Jefferson County Sheriff's Office, including processing 911 calls and performing emergency dispatch (the "Relocation MOU"); and

WHEREAS, the Relocation MOU expressly provides that "[t]he parties reserve the right to enter into a separate agreement concerning any fees that Sheriff Hale may be obligated to pay Jefferson County 911 related to the relocation of the Dispatch Personnel to the Dispatch Center[;]"

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this MOU, Sheriff Hale and Jefferson County 911 have entered into this MOU, whereby it is agreed that:

1. Starting on May 1, 2015 and continuing until December 1, 2015 or until the termination of the Relocation MOU, whichever occurs first, Sheriff Hale agrees to pay Jefferson County 911 the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) a month to maintain Dispatch Personnel at the Dispatch Center (the "Dispatch Center Fee"). Jefferson County 911 shall use the Dispatch Center Fee as a partial reimbursement for Jefferson County 911's monthly non-personnel operational costs, including maintaining dispatch software, maintaining dispatch hardware, maintaining appropriate phone and data connections, utilities, and insurance. Jefferson County 911 and Sheriff Hale expressly agree that the Dispatch Center Fee is not a payment for Jefferson County 911's provision of any services to the Jefferson County

Sheriffs Office and that the Dispatch Center Fee shall not be used to pay any portion of the salary or benefits of any Jefferson County 911 employee.

2. Jefferson County 911 shall invoice Sheriff Hale for the Dispatch Center Fee by the 15<sup>th</sup> day of each month, with Sheriff Hale's payment of the Dispatch Center Fee being due within thirty (30) days thereafter.

3. This MOU may be amended only in a writing signed by both parties.

4. The parties agree that the signatories to this MOU are duly authorized to enter into this MOU and that Jefferson County 911's governing body has agreed to the terms and conditions set forth in the MOU.

AGREED AND ACCEPTED:

Sheriff Mike Hale

AGREED AND ACCEPTED:

Jefferson County 911 Emergency Communications District, Inc.

Howard T. Summerford, Director

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

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Jun-18-2015-537

ORDINANCE NO. 1812

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1532 OF JEFFERSON COUNTY COMMISSION AND TO ESTABLISH THE LEVY OF A NEW STORM WATER FEE ON PARCELS OF PROPERTY LOCATED WITHIN THE UNINCORPORATED LIMITS OF JEFFERSON COUNTY

BE IT ORDAINED by the Jefferson County Commission as follows:

1. Under the authority of Act 1995-775 and as amended under the Act 2014-439, the County Commission hereby levies upon each parcel of real property or portion thereof located within the unincorporated limits of Jefferson County a fee to be determined as follows for the purpose of funding the storm water management program of the Jefferson County Commission and to comply with the requirements of NPDES Permit ALS 000001 or subsequent Permit/s held by the County jointly or separately with other municipalities in Jefferson County.

2. Alternatively, pursuant to the police power of the Jefferson County Commission, the County Commission hereby levies upon each parcel of real property or portion thereof located within the unincorporated limits of Jefferson County a fee to be determined as follows for the purpose of funding the storm water management program of the Jefferson County Commission and to comply with the requirements of NPDES Permit ALS 000001 or subsequent Permit/s held by the County jointly or separately with other municipalities in Jefferson County.

A. The fee is levied for any single family owner-occupied residential property, historic buildings, or sites classified or assessed by the Jefferson County Tax Assessor as Class III property, pursuant to Section 217 of Article XI of the Constitution Of Alabama of 1901, in the amount of \$5.00 flat fee annually per parcel or portion thereof located in the Unincorporated limits of Jefferson County unless expressly exempted by this ordinance.

B. The following Parcels are exempt from the fee:

i. Schools, churches and owner-occupied residences(homestead) of owners over age 65 including owner-occupied who are disabled, handicapped and blind, all as reflected by the Tax Assessor's records as exempt (or partially exempt) from ad valorem taxes as well as the parcels of property that are designated as cemeteries as reflected by Tax Assessor's record.

ii. Any real property classified or assessed as agricultural or forest land as reflected by the Tax Assessor's record.

iii. Any real property not previously developed and classified or assessed as undeveloped property as reflected by the Tax Assessor's record.

iv. Any lands and/or facilities owned and /or operated by commission non-jurisdictional electric suppliers, as defined by section 37-4-240, Code Of Alabama 1975, by one or more entities under the jurisdiction and supervision of the Alabama Public Service Commission, or such entities' affiliates.

v. BE IT FURTHER ORDAINED that the Jefferson County Board of Equalization, the Tax Assessor and Tax Collector of Jefferson County are hereby requested to implement procedures necessary and appropriate in order to assess and collect the fees, charges, or assessments. The Tax Assessor and Tax Collector collecting such fee and assessment shall receive a one percent commission on all amounts collected which shall be deposited to the Jefferson County general fund.

BE IT FURTHER ORDAINED that the Jefferson County Tax Collector is requested on a quarterly basis not later than the 20' day of January (following the passage of the Storm Water Fee Ordinance), April, July, and October to remit five percent (5/fl) of all fees collected

to the State Department of Revenue.

BE IT FURTHER ORDAINED that the president of the Jefferson County Commission is hereby authorized to take whatever actions are necessary to implement the assessment and collection of this fee as authorized by law.

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

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Jun-18-2015-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and ADS, LLC and identified as the Agreement for Collection System Wastewater Flow Data Collection, Analysis and Related Engineering Services Term: 2013 to 2016, previously approved April 24, 2014, Minute Book: 166; Pages 188-193, to provide additional services in the amount of \$979,047 (total contract amount \$4,092,245)

AMENDMENT NO. 1

TO THE AGREEMENT FOR COLLECTION SYSTEM WASTEWATER FLOW DATA  
COLLECTION, ANALYSIS, and RELATED ENGINEERING SERVICES

TERM: 2013 to 2016

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama and ADS, LLC, and identified as the Agreement for Collection System Wastewater Flow Data Collection, Analysis, and Related Engineering Services Term: 2013 to 2016, approved by Commission on the 24<sup>th</sup> day of April 2014, under the provisions of Article IV, Section 1, "Changes of Work".

WITNESSETH

WHEREAS, the COUNTY and the CONSULTANT have previously entered into an agreement dated the 24<sup>th</sup> day of April 2014, which provided for Collection System Wastewater Data Collection, Analysis and Related Engineering Services; and

WHEREAS, the COUNTY desires to collect rain event and collection system response proximate flow data; and

WHEREAS, the COUNTY desires alerts to potential urgent collection system problems allowing the COUNTY enhanced response, focused monitoring and more accurate reporting; and

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

ARTICLE I -SCOPE OF WORK

SECTION 1-OBLIGATION OF THE CONSULTANT TO THE COUNTY

Amend this section as follows:

(Add)

INTELLISERVE REPORTING AND ALARMS

Work shall include activating Intelliserve (FlowView Operations) Web Hosted Alarming and Reporting System for multiple SITES within the NETWORK as directed by COUNTY engineers on equipment supplied and maintained by ADS. Specifically excluded in the scope of work under this AMENDMENT is actual construction, repair, renovation or maintenance of any component of the COUNTY 'S sewer system by the CONSULTANT. Details of the Intelliserve (FlowView Operations) network are included in the attached spec sheet.

(Add)

MANHOLE REMOTE ALARMING, LEVEL MONITORING AND REPORTING

Work shall include installing and activating equipment required to determine manhole wastewater levels, alert at 2 predetermined levels, and communicate data to a COUNTY assessable web host for multiple SITES within the NETWORK as directed by COUNTY engineers on equipment supplied and maintained by ADS. Specifically excluded in the scope of work under this AMENDMENT is actual construction, repair, renovation or maintenance of any component of the COUNTY 'S sewer system by the CONSULTANT.

CONSULTANT will supply, install and retain ownership of all equipment

ARTICLE III - PAYMENT

SECTION 1

Amend this section to read as follows:

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

For the work contemplated under Article I, Section 1, the COUNTY will pay the CONSULTANT in accordance with the unit prices

shown in Attachment 1 and Attachment 1 [Amendment 1]. The COST CEILING for this AGREEMENT as amended shall be Four million ninety two thousand and two hundred forty five dollars (\$4,092,245.00) which shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ADS LLC on the 10<sup>th</sup> day of April, 2015 and the COUNTY on the      day of , 2015.

ADS, LLC

Hal R. Kimb, Vice President

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

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

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Jun-18-2015-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement between Jefferson County and Vision Landscapes, in the requested amount of \$91,002.00 to provide groundskeeping services at the Village Creek Wastewater Treatment Plants. The contract amount \$182,004.00 annually will be expended in FY2016 - FY2018. The requested amount represents projected FY2015 contract expenditures.

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

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Jun-18-2015-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement between Jefferson County and Davlin, LLC., in the requested amount of \$30,000.00 to provide grounds keeping services at the Cahaba River WWTP and Miscellaneous Lots. The contract amount for \$60,000.00 annually will be expended in FY2016 - FY2018. The requested amount represents projected FY2015 contract expenditures.

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

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Jun-18-2015-541

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement between Jefferson County and S & S Landscapes, in the requested amount of \$74,612.46 to provide groundskeeping services at the Five Mile, Valley, Turkey and Warrior Wastewater Treatment Plants. The contract amount of \$149,225.00 annually will be for FY2016 and FY2018. The requested amount represents projected FY2015 contract expenditures.

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

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Jun-18-2015-542

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the

Agreement between Jefferson County and J & L Lawn Care, in the requested amount of \$48,024.00 to provide groundskeeping services at the Shades Valley Facility, Trussville & Leeds Wastewater Treatment Plants. The contract amount for \$96,048.00 annually will be expended in FY2016 - FY2018. The requested amount represents projected FY2015 contract expenditures.

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

Jun-18-2015-543

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

Z-2014-003 Terry Wilkes Freeman, owner; requests a change of zoning on Parcel ID# 29-27-3-0-4, in Section 27 Twp 18 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for compliance for an existing office (pest control company). (Case Only: 403 West Oxmoor Road, Birmingham, 35209)(SHANNON)(1.08 Acres M/L)

RESTRICT COVENANTS:

1. the use of the property shall be limited to the operation of a pest control business and all activities related thereto (as restricted by covenant 2), any office or professional use, and/or any other use permitted under the C-P (Preferred Commercial) zoning district;
2. the operation of a pest control business on the Property shall be subject to the following restrictions:
  - a. there shall be no mixing of chemicals on the Property;
  - b. pest control chemicals may be stored on the property but shall be limited (i) to those chemicals which can be stored on the trucks which are used to provide pest control services and (ii) to the additional storage of one week's supply of chemicals in properly sealed containers;
  - c. no outside paging system of any kind shall be permitted on the property;
  - d. no odors from chemicals used by the pest control business shall be permitted to emanate from the Property to any adjacent properties; and,
  - e. the pest control business shall be operated Monday through Friday, during normal operating hours of businesses and office facilities, and shall be operated on the weekends only as necessary to respond to emergencies or moderate, unfinished business.

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

Jun-18-2015-544

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

Cooperative Agreement with Alabama Emergency Management Agency for a USDOT Hazardous Materials Emergency Preparedness Training Grant in the amount of \$70,000 (requires a match of \$17,500) to conduct hazardous materials exercise.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
6/18/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	HVAC PANS, STYROFOAM AND CONTACTORS FOR USE.	GEN SVCS: ADMINISTRATION	355.97	1900090404
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF DISHWASHER PARTS FOR BHAM JAIL.	GEN SVCS: ADMINISTRATION	390.00	1900090372
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED 6 KEY COPIES AND 10 KEY BLANKS.	GEN SVCS: ADMINISTRATION	12.50	1900090266
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED AN IPHONE CASE FOR DIRECTOR GEN SVCS	GEN SVCS: ADMINISTRATION	35.00	1900090267
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A BOLT FOR VALLEY CREEK.	GEN SVCS: ADMINISTRATION	8.50	1900090141
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORTAR MIX FOR VALLEY CREEK.	GEN SVCS: ADMINISTRATION	11.25	1900090232
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF RIBBONS AND ONE CLR.	GEN SVCS: ADMINISTRATION	85.99	1900090494
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF GROUND SUPPLIES FOR GSOC & TIN FOR FC.	GEN SVCS: ADMINISTRATION	298.74	1900090485
*DISTRICT 1					1,197.95	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BEVERLY ALLDREDGE 4/27/15	PER BD: ADMINISTRATION	10.00	1900089676
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - TERRIA MCDONALD 6/4/15	PER BD WKFORCE DEV & APPL	48.60	1900090431
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES/CLOTHING FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	153.95	1900090446
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:CPA'S SEMINAR REGISTRATION_ C.DANIELS	COMMUNITY DEVELOPMENT	45.00	1900090346
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - RYAN LILLARD 6/2/2015	PER BD: TESTING	21.47	1900090379
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - RYAN LILLARD 6/2/2015	PER BD: TESTING	30.29	1900090380
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - TERRIA MCDONALD 6/2/2015	PER BD WKFORCE DEV & APPL	60.35	1900090381
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	228.37	1900090162
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:CPA'S SEMINAR REGISTRATION_ SYOUNGBLOOD	COMMUNITY DEVELOPMENT	45.00	1900090344
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: PARKING FEE_F. SMITH	COMMUNITY DEVELOPMENT	2.00	1900090347

DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: LEAK TEST (XRF)_HSNG -R. HAVING	COMMUNITY DEVELOPMENT	41.00	1900090345
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: WIA PRESENTATION OFFSUPPLIES_HAMILTON	ECON DEV WKFORCE INVES	37.66	1900090348
DISTRICT 2	1033160	LARRY GARDNER	RETIRCE CUT BY PENSION APRIL BENEFITS IN ERROR.	HUMAN RESOURCES ADMIN	338.56	1900090488
*DISTRICT 2					1,062.25	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTYCASH-BRODIE-NETWORKCABLES	SHER CORRECT-BIRMINGHAM	19.98	1900089779
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-BRODIE-RUBBER SIGNATURE STAMPS	SHER CORRECT-BIRMINGHAM	127.50	1900089778
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EXPRESS MAIL - ADEM PERMIT	R&T: ADMINISTRATION	19.99	1900089950
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE PT-UNLG2L HIP CASE FOR PHONE FOR RT-ROW	R&T: RIGHT OF WAY	39.99	1900090367
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WEED TRIMMER CORD,HEATER HOSE,CLAMP,MISSION BATT	ES: PACKAGE WWTP & PUMP ST	186.94	1900090286
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BINDER SATCHEL, GREASE PUMP, AIR LINE & FITTINGS	R&T: HIGHWAY MAINT-KETONA	128.32	1900090288
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS;AUTO PARTS;LAMPS;	ES: VILLAGE ELECTRICAL SHOP	272.79	1900090143
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CARB CLEANER, STARTER FLUID,HOSE CLAMPS, NOZZLE, K	ES: TV INSPECTION & GROUTING	137.14	1900090234
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MICROWAVE	ES: TRUSSVILLE WWTP	199.00	1900090368
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TAPE MEASURE;ADAPTERS;PIPE;CLOSET SPUD;BITS;	ES: VILLAGE ELECTRICAL SHOP	281.13	1900090369
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL,SPRAYER,COUPLING,CEMENT,BRICK BRUSH	ES: SHADES LINE MAINT	73.56	1900090235
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOLTS FOR ROTOR MOUNT	ES: LEEDS WWTP	8.06	1900090264
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES AND LIDS FOR LAB	ES: CAHABA RIVER WWTP	162.00	1900090099
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GATE FOR FENCE - TANNEHILL STORM SHELTER - BRIDGE	R&T: HIGHWAY ENG & CONSTR	60.00	1900090445
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL, SMALL TOOLS, FITTINGS, BUG SPRAY - BESSEMER	R&T: HIGHWAY MAINT-BESS	239.70	1900090373
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DOLLY ROPE JUGS CLAMPS SEALS RAINSUITS GAS PLUMBIN	ES: VALLEY CREEK WWTP	716.29	1900090224
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DUST MASK, MOUSE BAIT, HOSE NOZZEL, HAND TOOL	ES: TURKEY CREEK WWTP	105.14	1900090236
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NOSSEL FOR PRESSURE WASHER	ES: LEEDS WWTP	19.99	1900090270
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FLEA KILL	ES: TURKEY CREEK WWTP	25.42	1900090091
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SOD, REPAIR CLAMPS, SAW BLADES FILE KIT	ES: CONSTRUCT SEWER LINE	383.57	1900090289
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TOGGLE BOLTS, PVC PIPE, FUEL, PIPE, HERBICIDE FEES	R&T: HIGHWAY MAINT-KETONA	266.09	1900090374
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FRAMING OF RESOLUTION FOR DARIN VOUDRIE - ADMINIST	R&T: ADMINISTRATION	186.57	1900090376
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTYCASH-BRODIE-NOTARY SEAL AND STAMP	SHER CORRECT-BIRMINGHAM	49.45	1900090102
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HARDWARE CLOTH, CDL LICENSE RENEWAL - KETONA	R&T: HIGHWAY MAINT-KETONA	44.48	1900090161
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ADDITIONAL KEY FOR COUNTY VEHICLE-BRIAN ROHLING	ES: SANITATION ADMIN	24.95	1900090356
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WATER NOZZLES, HOSE	ES: SURVEY ENG & CONST	40.94	1900090360
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MEASURING WHEELS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	250.00	1900090487
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ATTACHMENT FOR PRESSURE WASHER	ES: LEEDS WWTP	78.98	1900090490
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL, TARPS, WHISTLES, KEYS - BESSEMER	R&T: HIGHWAY MAINT-BESS	387.05	1900090497
DISTRICT 3	1000193	JEFFERSON CO TREASURER	2" DRESSER COUP,HI PRESS HOSE,LOCKS,10"REPAIR BAND	ES: PACKAGE WWTP & PUMP STA	294.32	1900090491
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARKING FEES;CLOCK;LOCK & KEYS;POSTAGE;BLOWER;	ES: FIVE MILE CREEK WWTP	399.18	1900090492
DISTRICT 3	1000193	JEFFERSON CO TREASURER	5/16" NUT DRIVER,#3 MASTER LOCKS,1/4" PIPE FITTING	ES: PACKAGE WWTP & PUMP STA	383.77	1900090493
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GALV. PIPE;BOLTS & NUTS;CARB. CLEANER;BRASS TEE;	ES: FIVE MILE MAINT SHOP	65.28	1900090495
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DASH MOUNTS FOR COUNTY VEHICLES - BESSEMER	R&T: HIGHWAY MAINT-BESS	149.95	1900090504
DISTRICT 3	1000193	JEFFERSON CO TREASURER	8.5 X 11 RAYVEN FILM	ES: SANITATION ADMIN	91.50	1900090483
DISTRICT 3	1003713	TYLER EATON MORGAN	WORKING V. JEFFCO, HEARING 04-30-15	COUNTY ATTORNEY	208.75	1900090259
DISTRICT 3	1024979	LAURA FOULER SCHNEIDER	REFUND FOR OVERPAYMENT & FB ACCT # W0-88674D	FINANCE SEWER SERVICES	200.01	1900090349
DISTRICT 3	1032864	PALMERDALE FIRE DISTRICT	PAY DELINQUENT 2014 FIRE DUES LAND OWNED BY JEFFCO	R&T: RIGHT OF WAY	60.00	1900090362
DISTRICT 3	1033085	H TAFT MARTIN	REFUND FOR OVERPAYMENT & FB ACCT # W0-5913D	FINANCE SEWER SERVICES	33.00	1900090355
DISTRICT 3	1033086	GARY SEXTON	REFUND FOR OVERPAYMENT & FB ACCT # W0-58445D	FINANCE SEWER SERVICES	47.41	1900090353
DISTRICT 3	1033087	JAMES AND/OR TERESA HAM	REFUND FOR OVERPAYMENT & FB ACCT # W0-81641D	FINANCE SEWER SERVICES	49.37	1900090354
DISTRICT 3	1033107	BAKER & BAKER	REPORTING & VIDEO DEPO GREG BARTLETT, GTL V. JEFFCO	COUNTY ATTORNEY	1,685.50	1900090260
DISTRICT 3	1033107	BAKER & BAKER	REPORTING & VIDEO DEPO RON EDDINGS, GTL V. JEFFCO	COUNTY ATTORNEY	923.00	1900090094
DISTRICT 3	1033107	BAKER & BAKER	REPORTING & VIDEO DEPO DENISE TRIMMIER, GTL V. JEFFCO	COUNTY ATTORNEY	1,122.50	1900090261
DISTRICT 3	1033132	CHARLES E SEXTON JR REFUND	FOR OVERPAYMENT & FB ACCT # W0-10085D	FINANCE SEWER SERVICES	49.38	1900090352
DISTRICT 3	1033133	JENNIFER L HAYNES	REFUND FOR OVERPAYMENT & FB ACCT # W0-106623D	FINANCE SEWER SERVICES	104.00	1900090351
DISTRICT 3	1033134	CARI SHORES	REFUND FOR OVERPAYMENT & FB ACCT # W0-117574D	FINANCE SEWER SERVICES	32.90	1900090350
*DISTRICT 3					10,434.84	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	COMMISSIONER, DISTRICT 4	23.95	1900090079
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - OFFICE SUPPLIES & VEHICLE MAINTENANCE	EMA	121.92	1900090499
DISTRICT 4	1003144	HOMEWOOD FIRE & RESCUE	14SMA - HOMEWOOD MED (OVERLOOKED ON DOC #89520)	EMA	30.00	1900090090
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	14SMA - BIRMINGHAM & HOMEWOOD	EMA	1,180.00	1900090405
*DISTRICT 4					1,355.87	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	100.44	1900090263
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	61.97	1900090262
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR WASH - APPROVED BY COMMISSION \$8 MAXIMUM	BD OF EQUAL - BHAM STATE	6.00	1900090274
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAFETY TAPE - ENTRANCE THRESHHOLD	BD OF EQUAL - BHAM STATE	8.99	1900090501
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-GENERAL OFFICE SUPPLIES - 107.00	REVENUE	107.00	1900090484
DISTRICT 5	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	142.97	1900090336
DISTRICT 5	1002902	THE BIRMINGHAM TIMES	COURTESY LEGAL AD - 2015 PROPERTY VALUES	BD OF EQUAL - BHAM STATE	47.04	1900090275
DISTRICT 5	1002902	THE BIRMINGHAM TIMES	2ND RUN OF COURTESY VALUATION NOTICE AD	BD OF EQUAL - BHAM STATE	46.06	1900090500
DISTRICT 5	1004617	BHAM BUSINESS JOURNAL	RENEWAL BBJ JANE MARDIS JEFF CO BD EQUALIZATION	BD OF EQUAL - BHAM STATE	66.00	1900090382
DISTRICT 5	1007938	U S BANK	ADMIN FEE 2004A GO 4/1/15 -3/31/16	FINANCE ADMINISTRATION	1,575.00	1900090513
DISTRICT 5	1030580	ADVANCE AL MEDIA LLC	2015 NOTICE LEGAL AD	BD OF EQUAL - BHAM STATE	198.00	1900090363
*DISTRICT 5					2,359.47	
**					16,410.38	

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

Jun-18-2015-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Waters & Company Executive Recruitment to provide all aspects of recruitment for a Finance Director for the County for the period June 22, 2015 - November 9, 2015 in the amount of \$24,500.

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this of June, 2015, by and between Jefferson County, Alabama, hereinafter called "the County, and The Waters & Company Executive Recruitment: located at 14285 Midway Road, Suite 340 Addison, TX 75001, hereinafter called "the Contractor."

WHEREAS, the County desires to contract for executive recruitment consulting services for a Finance Director;

WHEREAS, the Contractor desire 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 shall fully participate in all aspects of the recruitment of Jefferson County's Finance Director,

including: preparation of recruitment materials, advertising on appropriate professional websites; development and application of screening criteria, direct outreach to and prescreening of candidates, review of candidates; management of the interview process; detailed background and reference checks for the finalists, and assistance in negotiations and contracting with the preferred candidate, if requested by the County.

**TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract is for seven months beginning June 22 through November 9, 2015 or upon acceptance of an offer of employment by the candidate.

**COMPENSATION:** The contractor shall be compensated for services to the County as follows: An all inclusive professional service fee of \$24,500 will be billed in four installments:

1. Billing-30% of contract fee-Beginning of Recruitment (approval of contract by both parties)
2. Billing-30% of the contract fee- Implementation of Phase I/Task I\*
3. Billing-30% of the contract fee- Implementation of Phase II/Task 3
4. Billing-10% of the contract fee-upon acceptance of offer by the candidate.

\*See Exhibit A

The all-inclusive professional price to conduct the recruitment is \$24,500 as a not-to-exceed amount and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the County are not the responsibility of the Contractor and are handled directly by the County. The County will make payments for the project upon receipt of an invoice submitted by Contractor. Payment to Contractor is expected within 30 calendar days. All invoices will be forwarded to the County for processing unless otherwise directed.

With the understanding that time is of the essence for the County to hire a Finance Director, the Contractor has agreed to perform the recruitment process within the timeline attached hereto as Exhibit B.

**WARRANTY:** The Contractor will remain with the recruitment assignment until the County has made an appointment. If the County is unable to make a selection from the initial group of finalists, the Contractor will work to identify a supplemental group until the County can find a suitable candidate. The Contractor warrants the executive recruitment for 24 months against termination or resignation. Within the first 24 months, a replacement recruitment will be repeated with no additional professional fee, but only additional project-related expenses. . Candidates appointed from within the County do not qualify for this warranty. The warranty is subject to further limitations and restrictions of the laws of Alabama. The Contractor will not solicit any candidates selected under this contract for any other position while the candidate is employed with the County.

**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.

**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 contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

**LIABILITY:**

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

B. The Contractor will indemnify and save harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this contract County agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the County its agents, subcontractor or employees under this contract.

**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's Office  
Chief Executive Officer  
716 N Richard Arrington Jr. Blvd.  
Suite 251  
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Division  
Purchasing Agent  
716 N Richard Arrington  
Suite 830  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
County Attorney  
716 N Richard Arrington  
Suite 280  
Birmingham, AL 35203

**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 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 on the General Liability policy and the Automobile Liability policy. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Contractor is also required to include the bid number on the evidence of insurance.

The Contractor must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

**HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole



negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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.

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:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Jun-18-2015-546

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

FOR WEEK OF 5/26/15 - 6/1/15

1. DISTRICT ATTORNEY – BIRMINGHAM FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTING SERVICES.  
SAP PURCHASE ORDER # 2000076554      CHANGE ORDER    \$2,000.00    BID # 68-13  
PURCHASE ORDER \$7,178.74    TOTAL

FOR WEEK OF 6/2/15 - 6/8/15

1. ROADS AND TRANSPORTATION FROM RED BLUFF SAND & GRAVEL, BIRMINGHAM, AL, TO AWARD BID FOR CONCRETE SAND, ALDOT #100, TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 6/18/15 – 3/31/16. REFERENCE BID # 89-15
2. ROADS AND TRANSPORTATION FROM HANSON PIPE & PRECAST, PELHAM, AL, TO AWARD BID FOR CONCRETE PIPE ON AS NEEDED BASIS FOR THE PERIOD OF 6/18/15 – 6/17/18. REFERENCE BID # 93-15
3. JEFFERSON COUNTY JAILS: BESSEMER AND BIRMINGHAM, YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY INCORPORATED, CHARLOTTE, NC, CONTRACT RENEWAL FOR LADIES UNDER GARMENTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 5/23/15 – 5/21/16. (2ND YEAR RENEWAL). REFERENCE BID # 74-14
4. JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) MEMBERS, CONTRACT RENEWAL FOR WORK UNIFORMS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 6/26/15 – 6/25/16. (2ND YEAR RENEWAL). REFERENCE BID # 91-14R
5. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BARBERS DAIRY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR MILK & RELATED PRODUCTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/01/15 – 7/30/16. (1ST RENEWAL). REFERENCE BID # 107-14

6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TALLASSEE AUTOMOTIVE INCORPORATED, TALLASSEE, AL, TO PURCHASE ONE (1) 2014 DODGE R5500 SVS TRUCK WITH CRANE.  
SAP PURCHASE ORDER # 2000084043                    \$94,732.00    TOTAL  
STATE OF ALABAMA CONTRACT # T191; #4013099
7. ROADS AND TRANSPORTATION FROM TECHNICAL & SCIENTIFIC APPLICATIONS, HOOVER, AL, TO PURCHASE SURFACE PRO TABLETS AND ACCESSORIES. SAP PURCHASE ORDER # 2000087183                    \$45,646.00    TOTAL  
REFERENCE BID # 59-15
8. COOPER GREEN MERCY HEALTH SERVICES FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, TO PAY INVOICES FOR PRINT MANAGEMENT SERVICE FOR THE PERIOD OF September, 2014 - April, 2015.  
SAP PURCHASE ORDER # 2000087289                    \$8,466.50    TOTAL        REFERENCE BID # 173-12
9. PERSONNEL BOARD FROM FREEDOM REPORTING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRANSCRIPTION SERVICES. SAP PURCHASE ORDER # 2000082136  
CHANGE ORDER    \$ 40,000.00                    CONTRACT # CON-00006288                    PURCHASE ORDER \$100,000.00  
TOTAL
10. THE ENVIRONMENTAL SERVICES: ADMINISTRATION FROM VERIZON WIRELESS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CELLULAR PHONE SERVICE.  
SAP PURCHASE ORDER # 2000082815                    CHANGE ORDER        \$2,350.00  
PURCHASE ORDER \$6,850.00    TOTAL
11. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TIRES TO BE ORDERED BY THE USER DEPARTMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 20000831000  
CHANGE ORDER    \$ 50,000.00                    STATE OF ALABAMA CONTRACT # T-106  
PURCHASE ORDER \$160,000.00    TOTAL
12. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MANTEK, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PARTS WASHING EQUIPMENT RENTAL FOR CENTRAL AND BESSEMER SHOPS FOR THE PERIOD OF THE 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000083715  
CHANGE ORDER    \$ 4,000.00                    REFERENCE BID # 133-13  
PURCHASE ORDER \$14,000.00    TOTAL
13. HUMAN RESOURCES – RECEIVER FROM THE SHERATON BIRMINGHAM HOTEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOTEL ACCOMMODATIONS FOR THE PERIOD OF 1/01/2015 – 12/31/2015. SAP PURCHASE ORDER # 2000084574                    CHANGE ORDER    \$1,000.00  
PURCHASE ORDER \$6,000.00    TOTAL
14. COOPER GREEN MERCY HEALTH SERVICES – GENERAL SERVICES FROM RYDER TRANSPORTATION SERVICE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRAILER RENTAL FOR SURPLUS STORAGE. SAP PURCHASE ORDER # 2000085181                    CHANGE ORDER    \$3,200.00  
PURCHASE ORDER \$6,600.00    TOTAL
15. COOPER GREEN MERCY HEALTH SERVICES – LABORATORY FROM ROBERT H. SWEDARSKY MALBOROUGH HOLDINGS D/B/A PENNSYLVANIA CYTOLOGY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAP SMEARS AND HPV TESTING FOR THE PERIOD OF 10/01/14 – 9/30/15.  
SAP PURCHASE ORDER # 2000085352                    CHANGE ORDER    \$19,700.00    REFERENCE BID # 32-14  
PURCHASE ORDER \$24,650.00    TOTAL

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

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Jun-18-2015-547

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/26/15 - 6/1/15 and 6/2/15 - 6/8/15, BE AND HEREBY IS APPROVED.

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

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Jun-18-2015-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/26/15 - 6/1/15 and 6/2/15 - 6/8/15, BE AND HEREBY IS APPROVED.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Coroner/Medical Examiner

Jody Jacobs	\$2,266.43
Phillip Russell	\$2,721.43
Heather Crowe	\$2,266.43
Forensic Photography Training Course San Antonio, TX - July 5-11, 2015	

Environmental Services

Gary Nelson	\$734.15
David Willoughby	\$800.57
AWPCA Short Conference Huntsville, AL – August 3-6, 2015	

Family Court

Toni Richardson, Susan Moon & Cynthia Frazier Live Life Well Montgomery, AL – June 25, 2015	\$150.00
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Individual Staff Development

Board of Equalization

Courtney Parker	(State funds)	\$275.00
AL IIA Residential Appraisal Manual Hoover, AL - June 21-26, 2015		

Commission - District 2

Sandra Brown	\$1,209.78
ACCA Annual Convention Orange Beach, AL - August 17-21, 2015	

Karen Wadlington	\$1,290.89
2015 NaCo Conference Charlotte, NC – July 10-14, 2015	

Commission - District 3

Jimmie Stephens	\$1,796.26
Rating Agency New York, NY – May 10-13, 2015	

County Manager

Tony Petelos	\$72.35
Commission Retreat Point Clear, AL – March 26-28, 2015	

Finance

George Tablack	\$1,932.49
Rating Agency New York, NY – May 10-13, 2015	

Revenue

Gerald Osburn	\$150.00
ALTIST Hoover, AL - September 11, 2015	

Storm Water Management

Zhaleh McCullars	\$666.29
Certified Professional Erosion State Permit Montgomery, AL - June 9-11, 2015	

Zhaleh McCullars Certified Municipal Separate Storm Sewer System State Permit Atlanta, GA - June 12-16, 2015	\$1,543.63
Commission - District 1 George Bowman NACo Charlotte, NC – June 9-13, 2015	\$1,446.09
For Information Only	
Emergency Management Agency Jody Hodge Fundamentals of Grants Management Emmitsburg, MD – June 28-July 2, 2015	\$848.00
Personnel Board Stacey Lange Martinique Alber IPAC Conference Atlanta, GA – July 20-22, 2015	\$95.00 \$1,245.36
Robert Jones IPAC Conference Atlanta, GA – August 23-25, 2015	\$2,584.24
Colandus Murry Implementing Core Cisco Security Atlanta, GA – July 5-10, 2015	\$4,748.77
Sheriff Office Jeannie Miller Michael Jackson Shane Williams Homicide and Violent Crimes Investigations Birmingham, AL - July 7-9, 2015	\$295.00 \$295.00 \$295.00
Byron Deramus Richard Reid Legal and Liability Management Birmingham, AL - July 21-22, 2015	\$295.00 \$295.00
Allan Hinson Richard Koepf Master Rapelling Fort Payne, AL - May 26-28, 2015	\$1,080.00 \$1,095.00
Mike Wood Power DMS Training Orlando, FL - June 7-12, 2015	\$1,118.88
Drummond Liddell Institute for Jail Operations Mobile, AL - May 5-8, 2015	\$816.50

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

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BUDGET TRANSACTIONS

1. Cooper Green Mercy Health Services \$1,500,000  
Increase revenue and expenditures for pharmacy
2. Environmental Services \$20,358.34  
Add purchasing memorandum to purchase a 50 HP Model Endura Series aqua-jet aerator.
3. Cooper Green Mercy Health Services \$192,600  
Add purchasing memorandum to purchase a UtralQ-R Microsurgical YAG laser with reflex technology (\$36,000) and a Soectralis FA OCT System (\$156,600)
4. Personnel Board \$10,000 FOR INFORMATION ONLY

Shift funds from capital media to promotional materials to cover promotional material expenses.

5. Emergency Management Agency \$51,354.81 FOR INFORMATION ONLY

Increase revenues and expenditures to record revenue collected from unexpected refunds and the sale of EMA surplus property, also increasing expense accounts.

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

Jun-18-2015-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Pomeroy, Inc. to provide maintenance for EMC Centera Archive storage for the period May 10, 2015 - June 30, 2016 in the amount of \$8,518.57.

CONTRACT NO.: 00006258

Contract Amendment No. 1

This Amendment to Contract entered into the 1th day of June 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Pomeroy, Inc., hereinafter referred to as the "Contractor" to provide EMC Centera Hardware and Software Maintenance Support Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

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

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate Pomeroy quote Jefferson County Centera Support dated May 14, 2015, copy of quote attached.

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$8,518.57.

AUTHORIZATION TO PERFORM WORK:

5/10/2015 to 06/30/2016

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

JEFFERSON COUNTY COMMISSION

Pomeroy, Inc.

James Stephens, President

\_\_\_\_\_, Authorized Representative

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

Jun-18-2015-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Unisoft International, Inc. d/b/a SMA Solutions, Inc. to provide SMA job scheduler software maintenance for the period September 1, 2015 - August 31, 2016 in the amount of \$73,084.

CON-00007371

SMA Software Maintenance Support

THIS AGREEMENT entered into this 1st day of July, 2015, by and between Jefferson County Alabama hereinafter called "the County", and Unisoft International, Inc., (SMA) hereinafter called the "contractor", located at 3946 Glade Valley Drive, Kingwood TX, 77339. The effective date of this agreement shall be September 1, 2015.

WHEREAS, the County desires to contract for SMA OpCon Limited Site License and Software Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Commission Information Technology Department request for SMA OpCon Limited Site License and Software Maintenance Support. SMA's quote dated April 16, 2015 constitutes essential components of this Contract and is adopted herein by reference. SMA quote and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract effective dates are September 1, 2015 - August 31, 2016, with the County's option to renew for two (2) additional one (1) year terms.
4. COMPENSATION: \$73,084.00
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. 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.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability

insurance of \$1,000,000 per occurrence.

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

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

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

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

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

Jefferson County Commission  
James A. Stephens, President

Unisoft International, Inc.  
Kathy Hook Burress, President SMA USA

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

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Jun-18-2015-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide Infoblox software support for the period August 20, 2015 - August 19, 2016 in the amount of \$12,464.

CON00007398

Infoblox Maintenance Support

THIS AGREEMENT entered into this 26<sup>th</sup> day of May 2015, by and between Jefferson County Alabama hereinafter called "the County", and Strategic Allied Technologies, Inc. hereinafter called the contractor", located at 15 Southlake Lane, Suite 140, Birmingham, AL 35214. The effective date of this agreement shall be August 15, 2015.

WHEREAS, the County desires to contract for Infoblox Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: This contract results from the State of Alabama Contract # T600. The contract describes the scope of maintenance support to be provided. Strategic Allied Technologies quote # JKG 031615 IBMR - 056400 constitutes essential components of this Contract and is adopted herein by reference. The State of Alabama Contract # T600, Strategic Allied Technologies quote and this

contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on August 20, 2015 - August 19, 2016.

4. **COMPENSATION:** \$12,464.00

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

Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.

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

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

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

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

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

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

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

13. **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.

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

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



shall be responsible for all damages resulting therefrom.

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

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

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

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

Jefferson County Commission  
James Stephens, President

Strategic Allied Technologies, Inc.  
\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_  
Jun-18-2015-552

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide maintenance support for Brocade SAN fiber channel switches connecting Data Center servers for the Data Center storage systems for the period May 10, 2015 - May 9, 2016 in the amount of \$8,172.80.

CON00007391

Brocade Maintenance Support

THIS AGREEMENT entered into this loth day of May 2015, by and between Jefferson County Alabama hereinafter called "the County", and Strategic Allied Technologies, Inc. hereinafter called the contractor", located at 15 Southlake Lane, Suite 140, Birmingham, AL 35214. The effective date of this agreement shall be May 10, 2015.

WHEREAS, the County desires to contract for Brocade Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from the State of Alabama Contract # T600. The contract describes the scope of maintenance support to be provided. Strategic Allied Technologies quote # JAW 051315 BRMR - 058046 constitutes essential components of this Contract and is adopted herein by reference. The State of Alabama Contract # T600, Strategic Allied Technologies quote and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on May 9, 2016.

4. COMPENSATION: \$8,172.80
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance . of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. 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.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
15. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
16. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency

or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded; conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

Jefferson County Commission

James Stephens, President

Strategic Allied Technologies, Inc.

\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_  
Jun-18-2015-553

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Project Change Request between Jefferson County, Alabama and Tyler Technologies, Inc. to provide an additional Tyler Subject Matter Expert (SME) to work more directly with the County Finance Staff in the amount of \$201,450.

Project Change Request

Date: MM DD, 2015

JCCR Number: 2015-MM-DD

Jefferson County, AL Change Request Nbr: TBD

Requester: George Tablack

Nature of the proposed change: Provide for an additional Tyler Subject Matter Expert (SME) to work more directly with County Finance Staff.

Reason for the Change: County CFO has indicated the need for assistance with educating County Finance Staff regarding the Munis ERP Best Practice Recommendations, and resulting changes in current County Processes, in order to increase the likelihood of a successful October 1 Go Live. He has specifically indicated needs relating to: Financial Reporting, Budgeting, Cash Management, Receivables, and Fixed Assets.

Detailed Description of Resources (both Tyler and District: Addition of Tyler Financial SME to work with County Finance Staff on above items. Involvement of County Finance Staff will be determined by the County CFO, as it will be his responsibility to include all Staff members he feels are necessary for the tasks related to this endeavor. This Change Request also includes an extension of time for Phase 1 Post Live Support to County Finance Staff. Note: County CFO understands that some currently scheduled Project activities will require involvement of this SME in order to provide consistency with certain project activities.

Specifications: As indicated in the Statement of Work, §B6, "It is the intent of the parties that Client's processes will be conformed to the Munis ERP Best Practices applicable to Tyler products. Only the Project Manager will have the authority to approve changes to Tyler's design for the ERP to conform to Client's existing business processes and procedures, and Tyler will provide feedback to determine if changes can be accomplished in current scope." Should any of these additional activities result in the County's desire to change any of the Munis ERP Best Practice recommendations for Phase 1, this protocol must be followed in order to ensure a timely October 1 Go Live.

Implementation Plans: The Project activities associated with this change will be determined by the County CFO and evaluated by the Tyler PM, in order to accommodate the County's needs, while ensuring completion of currently scheduled Project Tasks.

Scheduled Completion: March 31, 2016

Acceptance Criteria: See attached Proposed Milestone Schedule

Impact of the Change

On Milestones and Payment Schedule: Because these activities are related to Phase 1 activities, as well as, additional Post Live Support for Phase 1, the remaining Phase 1 Payment Milestones will be adjusted to reflect the addition of an allocated portion of these monies, and the addition of one (1) Payment Milestone for the extension of Post Live Support. See the attached Milestone Schedule for specific detail.

On Project Goals & Objectives: The County CFO feels strongly that the addition of these services will assist the County in their goal of a successful October 1 Go Live, and the objective of providing the investment community with complete and accurate Financial Reporting.

Total Cost of Change: \$201,450

Jefferson County, AL

James A. Stephens, President - Jefferson County Commission

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

Jun-18-2015-554

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Work and an Order Form between Jefferson County, Alabama and Kronos, Inc. to provide services to integrate Kronos timekeeper software with the Munis Payroll ERP system in the amount of \$15,120.

1. PROJECT SCOPE.

This Statement of Work (also known as the "SOW") documents the agreement between Kronos Incorporated and Jefferson County Commission concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1. PROJECT OVERVIEW

Kronos will provide Professional Services to assist with setting up a Test instance of their current Workforce Central solution. Once this environment is set up, Kronos will provide services to configure the following three interfaces:

- 1. Workforce Timekeeper Payroll export interface delivers single record per employee pay code total per day for pay period in flat file format. One-step mapping included per design document and configuration.
- 2. Export of punch data from Workforce Timekeeper. Each such punch export will be created in flat file format (delimited or fixed-width) with a punch pair (in punch and out punch) for each transaction included per record in one file using the same name each time. Each export will contain a non-encrypted output containing all punch pairs (as determined by Workforce Timekeeper rules) at the time of export with one row of data for each such punch pair included. Unpaired (single punches) will not be included within the export. Such export interface will be designed to run on demand or through scheduled means but not more frequently than once per pay period.
- 3. Import of punch data to Workforce Timekeeper for extracted data from Export of punch data from Workforce Timekeeper.

2. PROJECT GUIDELINES

2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and Jefferson County Commission will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalsenricesengagementpolicies.aspx>

2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to Jefferson County Commission for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, Jefferson County Commission should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, Jefferson County Commission will then have an additional five (5) business, days to report that all errors have been resolved and provide deliverable acceptance.

3. PROJECT COSTS AND RATE SCHEDULES

3.9. PROFESSIONAL SERVICES - BY ROLE

Role	Quantity	Unit of Measure	Part Number	Rate	Total
Project Manager	8	HR	9990002-ENT	\$200.00	\$1,600.00
Technology Consultant	16	HR	9990002-ENT	\$200.00	\$3,200.00

Senior Integration Consultant	48	HR	9990070-PRO	\$215.00	\$10,320.00
Totals:	72				\$15,120.00

4. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

\_\_\_\_\_, Director Sales Operations

This Statement of Work is subject to Jefferson County Commission's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Jefferson County Commission's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

James A. Stephens, President - Jefferson County Commission

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

RESOLUTION

WHEREAS, God, in his infinite wisdom has seen fit to move from our midst the beloved man Lee Voudrie, and we come together to pay our respects to the memory of one whose life was so full dedication; and

WHEREAS, Darin Lee Voudne, was born on the second day of September, 1972; and

WHEREAS, Darin Lee Voudrie was raised in the Forestdale area of Jefferson County and was a graduate of Minor High School; and

WHEREAS, Darin Lee Voudrie was a loving husband to his wife, Jeanna for eleven years and a loving father to his daughter Haley (15), sons Toxey (8), Kasen (2) and Easton(1); and

WHEREAS, Darin Lee Voudrie began his career with Jefferson County Roads and Transportation on the thirteenth of April , 1996 and became known as "Voodoo" because everyone struggled with his name; and

WHEREAS, Darin Lee Voudrie has held the position of Laborer, Truck Driver, Heavy Equipment Operator and Construction Equipment Operator; and

WHEREAS, Darin Lee Voudrie had a commendable work, record during his nineteen years of employment, deservingly had a reputation as a hardworking, honest and well-liked employee who was always willing to help get the job done whether it was large or small; and

WHEREAS, Darin Lee Voudrie maintained a positive attitude at all times and was a role model for has friends and co-workers, being a constant friend to help them through difficult times and to cheer them up; and

WHEREAS, Darin Lee Voudrie was active in his community as a member of the North Park Baptist Church and enjoyed serving as a baseball coach for the Springville Youth-Association; and

WHEREAS, Darin Lee Voudrie tragically lost his life on the job on the 13<sup>th</sup> day of February, 2015; and

WHEREAS, Darin Lee Voudrie will be remembered in many ways by all the lives he touched whether it was his smile, attitude, generosity, work ethic or his beloved hat.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that we do unanimously honor and offer sincere thanks to Darin "Voodoo" Voudrie and his family for his contributions to Jefferson County, Alabama, both in and out of the workplace as both a model employee and model citizen, as well as condolences for the loss felt deeply by many.

Signed by the Jeerson County Common this 18<sup>th</sup> day of June, Two Thousand and Fifteen.

James A. Stephens, President

George F. Bowman

Sandra Little Brown

W. D. Carrington

T. Joe Knight

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

Jun-18-2015-555

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Jefferson County Commission is authorized to execute a Sales Order Agreement between Jefferson County, Alabama and Election Systems & Software (ES&S) for the purchase of a new election tabulation and registration system described in Jefferson County RFP 100-15 in the amount of \$2,271,787.72.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Tuesday, June 30, 2015 at 1:00 p.m. with the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

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

Jun-30-2015-556

WHEREAS, the Alabama Department of Economic and Community Affairs Law Enforcement and Traffic Safety Division administers the Edward Byrne Memorial JAG Program; and

WHEREAS, the Jefferson County Board of Education wishes to be an Implementing Agency for this program; and

WHEREAS, the grant must be applied through and by a local government agency; and

WHEREAS, the deadline for making such an application is July 15, 2015.

NOW THEREFORE BE IT RESOLVED, that the Commission President and CFO are authorized to execute this grant application on behalf of the Jefferson County Board of Education.

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

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Jun-30-2015-557

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Jefferson County Office of Senior Citizen Services and GracePoint at Mt. Olive to provide funding for the operation of a senior center to serve the older adults in the Mount Olive area for the period March 1, 2015 - September 30, 2015 in the amount of \$5,743.74.

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

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Jun-30-2015-558

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #2 to the Supportive Services agreement with United Way of Central Alabama. The amendment increases the agreement by \$130,000.00 from \$825,000.00 to \$955,000.00. The amendment also extends the period of performance to August 31, 2015 and includes a five (5) day termination notice for convenience. All other terms of the agreement remains unchanged.

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

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Jun-30-2015-559

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the Youth agreement with The Dannon Project. The amendment increases the agreement by \$40,278.35 from \$496,665.23 to \$536,943.58. The amendment also extends the period of performance to August 31, 2015 and includes a five (5) day termination notice for convenience. All other terms of the agreement remains unchanged.

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

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Jun-30-2015-560

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the Youth agreement with Dynamic Educational Systems Inc. The amendment increases the agreement by \$44,537.29 from \$267,223.77 to \$311,761.06. The amendment also extends the period of performance to August 31, 2015 and includes a five (5) day termination notice for convenience. All other terms of the agreement remains unchanged.

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

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Jun-30-2015-561

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the Youth agreement with Construction Education Foundation of Alabama. The amendment increases the agreement by \$8,200.00 from \$71,912.28 to \$80,112.28. The amendment also extends the period of performance to August 31, 2015 and includes a five (5) day termination notice for convenience. All other terms of the agreement remains unchanged.

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

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Jun-30-2015-562

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendments to the following Contracts for the current WIA ITA providers.

Jeremiah's Hope/St. Vincent's  
American Truck Driving Academy  
Bevil[ State Community College  
Brown Mackie College  
Construction Education Foundation of Alabama  
Dental Staff School  
ESD Truck Driving School  
Diverse Community Network  
Fortis Institute  
Jefferson State Community College  
Jefferson County Joint Apprenticeship  
Lawson State Community College  
New Horizon Computer Center  
Nursing Assistant Solutions  
Phlebotomy Ink Training and Staff  
Virginia College

The amendment extends the period of performance to August 31, 2015 and includes a five (5) day termination notice for convenience. All other terms of the agreement remains unchanged.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Tuesday, July 14, 2015 at 10:08 a. m. with the following members present:

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

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

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

The Commissioner Meeting reconvened at 10:50 a.m.

Jul-14-2015-563

Section 1. Findings. The Commission has found and ascertained and does hereby declare as follows:

(a) that it does hereby approve the terms and conditions of that certain Full and Final Release, Settlement, and Covenant Not to Sue, by and between the Commission and BP p.l.c., BP Corporation North America Inc., BP Exploration and Production, Inc, and any of their parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents and representatives ("BP Entities"), which is incorporated herein by reference as if copied herein in full and attached hereto as Exhibit "A" ("Release") granting, inter alia, to the Board a payment from BP Exploration and Production, Inc. in the amount of FIVE HUNDRED NINE THOUSAND THREE HUNDRED SIXTY AND NO/100 (\$509,360.00) DOLLARS less an attorney's fee to the Gulas Law Firm of fifteen (15%) percent; and, an amount to cover the out of pocket expenses of the Gulas Law firm incurred on behalf of the Commission in an amount not to exceed \$1,000.00 ("Fees and Expenses"), for and in consideration of the agreement of the Commission and the BP Entities to the terms and conditions contained in the Release;

(b) it is therefore necessary and desirable, and in the best interest of the Commission and its residents, for the Commission to enter into the Release herein described and to pay the Fees and Expenses in order to effectuate the purposes of this Resolution.

Section 2. Authorization of Release. The Commission does hereby authorize and direct the Commission President, Commissioner James A. Stephens, to execute and deliver, for and in the name and behalf of the Commission, the Release between the Commission and the BP Entities and to pay the Fees and Expenses. The Release shall be in substantially the form presented to the meeting of the Commission at which this Resolution is adopted (which form shall be preserved in the permanent records of the Commission pertaining to the said meeting and which is hereby adopted in all respects as if the same were set out in full herein).

Section 3. General Authorization. The Commission President is hereby authorized and directed to execute, deliver, seal and attest such other agreements, undertakings, documents and certificates and to take such other actions on behalf of the Commission as may be necessary to consummate the terms and conditions of the Release, pay the Fees and Expenses and to carry out fully the transactions contemplated by this Resolution.

Section 4. Severability. The provisions of this Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Resolution.

Adopted this 14<sup>th</sup> Day of July, 2015.

James A. Stephens, President



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

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The Commission Meeting adjourned to meet at 9:00 a.m., Thursday, July 16, 2015 in Commission Chambers.

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President

ATTEST

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Minute Clerk