

STATE OF ALABAMA)  
JEFFERSON COUNTY) September 22, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:09 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

Commissioner David Carrington was absent due to economic development business.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the Minutes of September 8, 2016, be and hereby are approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight, and Jimmie Stephens.

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The Commission met in Work Session on Tuesday, September 20, 2016, and approved the following items to be placed on the September 22, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Items 1-3.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-4.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-14.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1-6, with 3 additional items.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-17, and 2 addendum items.

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SEPT-22-2016-774

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Alere Informatics, RALS for interface for glucose meters to RALS server in the amount of \$9,595.00.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO.: 00007510

Contract Amendment

The contract was entered into the 27th day of August, 2015 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Alere Informatics, hereinafter referred to as the "Contractor" for HL7

interface for 9 glucose meters to RALS servers. RALS provides connectivity and data management for glucose meters.

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. 7510. The contract between the parties was approved by the Commission on August 27, 2015; recorded in MB 168, Page (s) 397, and is hereby amended as follows:

Amend the term to September 16, 2016 through September 15, 2019.

Compensation shall not exceed the amount of \$9,595 annually (see attached quote).

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

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SEPT-22-2016-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Blount Linen Services to provide laundry services on an as needed basis in the amount of \$25,000.00.

THIS AGREEMENT entered into this 1st day of October 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and Blount Linen Services located at 402 Blue Bell St, Oneonta, AL 35121 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for Laundry Service for Jefferson County Cooper Green Mercy Health Services, hereinafter called "Cooper Green Mercy Health Services", and

WHEREAS, the Contractor desires to furnish said services to the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 103-16 dated July 1, 2016, the terms of which are included herein by reference. Jefferson County, Alabama d/b/a Jefferson County Cooper Green Mercy Health Service desires to enter into contract with a Contractor to provide laundry services for their facility on an as needed basis as described below: Clean Linen Delivery and Soiled Linen Pick-Up Service The contractor will be expected to provide consistent pick-up and delivery services in accordance with schedule as provided by the location. Clean linen will be delivered in bulk and soiled linen will be collected based on the facility's needs. Linen carts for bulk delivery and soil transportation will be provided at no additional cost. Soiled Sorting/Handling To ensure the best possible washing and finishing quality, all linens need to be pre-sorted into distinct categories in accordance with item specifications, while all waste is removed before processing. The bidder is expected to observe universal precautions at all times as it pertains to the handling of soiled healthcare linens. Linen Processing Linens are processed daily on a fixed schedule. As linens are received, soiled weights

are recorded; as goods are finished and packed for delivery, clean weights and pieces are also recorded. Linen Reclamation Normal rewashing is provided for linen that is not satisfactorily clean after regular processing.

**Stained/Torn Linen Rejects.** The provider will be expected to pull all "unacceptable stained/torn" linen before shipment to any facility. Any linen received and deemed unacceptable by the facilities shall be returned and accepted for full credit. **Cart Packing After sanitizing,** linen carts are filled with clean linens. Carts are to be covered for protection during transport with a heavy-gauge poly liner, or cart cover for the unit specific order carts, which holds linen securely while providing a deterrent to pilferage as well. Any and all coverings used by the provider must be approved by the facility before use. A complete description must be included with the proposal package. **Shipping Documentation** Each linen cart has a packing list that specifies the quantity of each linen item per cart, the weight of the cart and the weight of the clean linen. Each delivery is accompanied by a manifest, which provides a summary of all carts delivered that day. **Circulating Linen Inventory** It is a generally accepted principle that adequate supplies of circulating linen inventory are essential to an effective service program. The contractor will jointly establish par levels for each linen item, and the contractor must continually monitor these to ensure needs and requirements are met.

**Internal Linen Distribution** The facilities will retain internal clean linen distribution and soiled linen collections responsibilities unless otherwise-specified. Timely and full collection of all soiled linens is essential to ensure the circulating linen inventory is not compromised. The Contractor should be prepared to assume responsibility and quote services based on the specific needs of the facility if needed. **Linen Program Coordinator,** The provider must assign a customer service representative who will work directly with the facilities authorized contact person. The customer service representative will ensure customer satisfaction and facilitate linen utilization programs and systems. The customer service representative should also be empowered to satisfy service needs and will be fully supported by the vendor's management team. **Quality Assurance** Each user of this service places a high value on quality and service excellence. The provider's approach to quality assurance shall be provided in the proposal. The quality program should include monitoring and measure indicators to ensure service excellence including customer feedback **Quality Assurance (cont.)** the quality program should include monitoring processes to ensure the production of clean, bright linen and identify and appropriately handle stained and torn linen. This program consists of, but is not limited to: The use and testing of wash formulas to ensure sanitization, with regular monitoring to ensure wash solutions have the correct pH to preserve linen life and to enhance patient comfort. The treatment of stained linens with special formulas for stain removal to facilitate return of the linens to useful life. Routine determination to ensure water hardness levels are not interfering with the proper functioning of chemicals in the wash formulas. Periodic inspections of clean linens prior to shipment. Each piece must be inspected. Results of inspection findings must be recorded and an internal pre-shipment reject rate must be tracked. Taking cultures of linen, machinery, and material handling equipment and submitting to an independent laboratory for analysis when requested. This program consists of, but is not limited to: Tracking of our delivery and pick-up times at the locations we serve. Tracking and measurement of our fill-rate performance (i.e., are we delivering the quantities of linen requested). Routine sampling of end-user satisfaction through use of a questionnaire. We have procedures in place for correcting those areas found to be deficient and our quality assurance tools are available for customer review. **Linen Utilization** The provider is expected to take an active role in working with each facility in an effort to reduce linen usage. Less linen used translates into immediate cost savings. In concert with each facility, and provide resources, education, and training aids in an ongoing campaign to continually reduce linen use. The provider is expected to work with each facility to design a program with the intent of identifying opportunities to reduce linen usage without compromising patient care. **A Linen Usage Software** The provider is expected to provide a user-friendly linen usage Web-based software program for use at each facility. The software tracks usage by user areas and calculates maximum and minimum delivery levels for each item. The system not only recommends pars for each area or unit specific order cart but also provides information to allow examination of each unit's linen costs. The software should have the capability to be used to charge back linen costs to user areas. This tool should also help target units with exceptionally high linen utilization and help identify usage trends. **A Lost and Found Articles** Provider will ensure that any items found in the incoming soiled linen are set aside, marked with the customer's name for safe keeping, and returned. **A Emergency Back-Up Support** Provider must explain preparation and contingency planning in proposal section entitled "project approach". Contingency and Emergency Plans must address; 1) Bad weather, 2) equipment or utility failures in the laundry or Plant emergency, 3) transportation or accident delays, or 4) specific crisis affecting individual facilities. **A Linen Advisory Committee** If not currently in place, awardee must be prepared to establish a Linen Advisory Committee to help establish each facilities linen policies, procedures, and protocols if requested. Vendor will provide expertise and leadership to this committee. **A Additional Services** Provider must have the capability to provide a wide array of additional services, including but not limited to; pack assembly capability, the ability to provide specialty items (e.g., wet mops, dust control mops, unit specific order cart service), specialty packaging, and other related laundry and linen services. **A Facility Inspection** Upon notification, provider must be ready to provide a tour of laundry and other company facilities.

**3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract is for three years October 1, 2016 through September 30, 2019.

**4. COMPENSATION:** The Contractor shall be compensated for services rendered as follows: Option 2: Three (3) year contract with thirty (30) day cancellation provision. Cost \$.51 per pound based of clean linen weight.

**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 Blount Linen Service, Inc. to subcontract (assign) any portion of this contract, Blount Linen Service, Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Blount Linen Service, Inc. must maintain a continuous effective business relationship

with the sub-contractor(s) 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. 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

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

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

9. NON- DISCRIMINATION POLICY: The 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. 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.

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

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

Client: Cooper Green Mercy Health Services 1515 6th Avenue South Birmingham, AL 35233 Copy to: Jefferson County Commission Finance Department 716 N Richard Arrington Suite 820 Birmingham, AL 35203

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

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

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than

\$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

18. REFUND IN THE EVENT OF BREACH 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.

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

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

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SEPT-22-2016-776

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a lease agreement between Jefferson County, Alabama and BBA Development LLC for the Gardendale Revenue Office for a term of October 1, 2016 through September 30, 2026.

THIS LEASE AGREEMENT made and entered into this day of 4th of October 2016 , by and between BBA Development, LLC an Alabama Limited Liability Company, (hereinafter referred to as "Landlord") and Jefferson County Commission, Jefferson County, Alabama, (hereinafter referred to as "Tenant").

Section 1. LEASED PREMISES:

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following described premises (hereinafter referred to as the "Leased Premises") situated in Jefferson County, Alabama, to-wit:

A store consisting of approximately 10,925 square feet located at 657 Main Street, Gardendale, Alabama 35071, as a part of the shopping center known as 651 Main Street Suite 127 located in Gardendale, Alabama (hereinafter referred to as the "Shopping Center") and more particularly shown graphically on attached Exhibit A.

(b) For all purposes under this Lease Agreement, the term "floor area" of the Leased Premises and each such building in the Shopping Center shall be the number of square feet at each level or story and shall be measured from center line to center line of the common walls, from the outside of exterior non-common walls and from the front of the Tenant's lease line. In computing the leasable area of the Shopping Center or the Leased Premises, no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. COMPLETED DOCUMENT AND WAIVER: The submission of this Lease Agreement for examination by Tenant does not constitute an offer or option to lease the Leased Premises and it is not intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease Agreement shall not be effective or binding upon the parties until it is fully and properly executed by Tenant and Landlord.

Section 3. LENGTH OF TERM: The term of this Lease Agreement shall be for Ten (10) years following the commencement of the term, unless sooner terminated as herein provided.

Section 4. COMMENCEMENT OF TERM: Upon full execution, this Lease shall be in Full Force and Effect. Possession shall begin on October 1, 2016 and Lease Payments shall begin on January 1, 2017. The Tenant will occupy October 1, 2016 with three (3) months free rent to prepare the space for proposed use.

Section 5. SECURITY DEPOSIT: N/A

Section 6. STATEMENT AS TO LEASE TERM: When the commencement and the termination date of the Lease term have been determined as provided in Section 4 hereof, upon request of either party or Landlord's mortgagee, Landlord and Tenant shall execute and deliver a written statement in recordable form specifying the commencement date and termination date of the Lease term.

Section 7. RENT: Tenant covenants and agrees that it will pay Landlord, as fixed minimum rent for the Leased Premises during the term of this Lease Agreement, the following:

(a) The obligation to pay the Fixed Minimum Rent hereunder shall begin on January 1, 2017. The Fixed Minimum Rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease Agreement without deduction or setoff as follows:

(i) Commencing with the First (1<sup>st</sup>) month of the First Lease Year and continuing through the Twelfth (12<sup>th</sup>) Month of the Fifth (5<sup>th</sup>) Year, the Fixed Minimum Rent shall be payable in one (1) installment of Nine Thousand Six Hundred and 00/100 Dollars ( \$9,600.00) per month.

(ii) Commencing with First (1<sup>st</sup>) month of the Sixth Lease year and continuing through the Twelfth (12<sup>th</sup>) Month of the Tenth (10<sup>th</sup>) Lease Year, the Fixed Minimum Rent shall be payable in equal monthly installments of Ten Thousand Eighty and 00/100 Dollars (\$10,080.00).

(b) In the event Tenant fails to pay rent due under this Lease Agreement when such charge or charges become due and payable, Tenant shall pay to Landlord a late fee totaling ten percent (10%) of all such delinquent charges. All rents are due on the first day of each month and payable to BBA Developments, LLC, and are considered late if not received by the 10<sup>th</sup> day of each month.

(c) Nothing contained in this Lease Agreement shall be deemed or construed as making the parties partners or co-ventures, or as making the Landlord an associate of Tenant in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other; it being understood and agreed that the relationship between the parties is, and is limited to, that of Landlord and Tenant.

Section 8. DELIVERY OF POSSESSION AND PAYMENT FOR IMPROVEMENTS: Landlord agrees to certain Tenant improvements as outlined in Exhibit A. The Leased Premises are leased to Tenant subject to all zoning regulations, restrictions, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Leased Premises. Those improvements that are a part of the Leased Premises are leased to Tenant in its "as is" condition as of the commencement of the term of this Lease Agreement without any further work required of Landlord, except as required herein. By taking possession of the Leased Premises, Tenant acknowledges that Tenant has inspected the Leased Premises and has found them to be in a safe and satisfactory condition ready for occupancy and the installation of Tenant's trade fixtures, equipment and signage. All warranties as to condition of the Leased Premises or its fitness for use either expressed or implied are expressly waived by Tenant.

Section 9. ALTERATIONS: Except for those proposed alterations provided in Exhibit A, Tenant shall not make any change in, alteration of, or addition to any part of the Leased Premises, or remove any building or fixture without, in each instance, obtaining the prior written consent of Landlord and complying with all governmental rules, ordinances, and regulations. Tenant shall not, in any case, impair the structural safety of the building. Landlord reserves the right to enter the Leased Premises, provided Landlord provides Tenant with prior notices and to make such repairs and to do such work on said premise's as Landlord may deem necessary or proper or that Landlord may be lawfully required to make, with the least disturbance to Tenant. Landlord reserves the right to visit and inspect the Leased Premises at all reasonable times, the right to show said premises to prospective purchasers, provided Landlord provides Tenant with prior notice, at any reasonable time during the term hereof, and the right to show the Leased Premises to prospective tenants during the last Lease Year of the term hereof.

Section 10. TENANT'S INSTALLATIONS: Tenant shall, at Tenant's cost and expense, at all times during the term of this Lease Agreement keep the Leased Premises equipped with all trade equipment, furniture, operating equipment, furnishings, fixtures, floor coverings, exterior signs and any other equipment necessary for the proper operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or alterations, or install any equipment other than unattached movable trade fixtures without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions, improvements and fixtures installed by Tenant to the Leased Premises, other than unattached movable trade fixtures, furniture, equipment and decorations, shall upon the expiration or earlier termination of this Lease Agreement become the property of Landlord with the exceptions of the Tenant's specialty systems and equipment, i.e. State owned equipment, security cameras, safes, card access equipment, electronic system equipment, such as network switches and telephone systems. Within thirty (30) days before the expiration or earlier termination of this Lease Agreement, Tenant shall ascertain from Landlord whether Landlord desires to have the Leased Premises or any portion thereof restored to the same condition when the Leased Premises were delivered to the Tenant. Unattached movable trade fixtures shall not include, among other things, storefronts, doors or gates, plumbing, electrical, wall and ceiling electrical fixtures, sprinklers, and heating, ventilating and air conditioning systems. No item of whatever nature not actually purchased and installed by Tenant shall be removed. Provided Tenant is not in default hereunder, Tenant may, upon the expiration or termination of this Lease Agreement, remove unattached movable trade fixtures, furniture, counters, displays and decorations installed by Tenant, and Tenant shall completely and satisfactorily repair any and all damage to the Leased Premises resulting from such removal. Any such personal property of Tenant not removed within five (5) days following notice by Landlord to Tenant to remove the same shall, at Landlord's option, become the property of Landlord.

Section 11. USE OF PREMISES: Tenant covenants to use the Leased Premises solely as a County Revenue (Taxes and Tags) and DMV office space and for no other purpose without the express written consent of the Landlord which will not be unreasonably withheld.

Tenant shall not use, permit or suffer the use of the Leased Premises for any other business or purpose without written consent of Landlord, which consent shall be within Landlord's sole discretion.

Section 12. OPERATION OF BUSINESS: Tenant covenants at all times during the term of this Lease Agreement, except when and to the extent the Leased Premises are un-tenantable by reason of fire, other casualty or condemnation, to: (a) conduct its business in the entire Leased Premises in a high grade and reputable manner (b) keep the Leased Premises, exterior and interior portions of windows, doors and all glass and plate glass in a neat, clean, sanitary and safe condition. The days and hours of operation shall be made by the Tenant and shall comply with State and County Commission directives.

Section 13. LAWS, WASTE, NUISANCE AND HAZARDOUS SUBSTANCES:

(a) Tenant shall, at its own cost and expense; (i) comply with all governmental laws, ordinances, orders and regulations affecting the Leased Premises now in force or which hereafter may be in force; (ii) comply with and execute all rules, requirements and regulations of Landlord's insurance carriers and other organizations establishing insurance rates; (iii) not suffer, permit or commit any waste or nuisance; (iv) keep the Leased Premises equipped with all safety appliances required by Tenant's use of the Leased Premises; and, (v) procure all licenses and permits required for Tenant's use of the Leased Premises.

(b) Tenant hereby covenants with Landlord that it shall not deposit, bury, store, or otherwise maintain within the Leased Premises any material which is deemed to be hazardous or toxic according to Federal or State standards and Tenant shall hold harmless Landlord, its partners, officers, agents and employees from all claims and costs arising out of Tenant's default with regard to the foregoing.

Section 14. SIGNS, AWNINGS AND CANOPIES: Tenant shall, at Tenant's cost and expense, purchase identification signs for the exterior of Tenant's store front as designated by Landlord, and Tenant shall install and maintain such signs, in good condition and repair and such signs. Other than the foregoing identification signs, Tenant shall not place, suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Leased Premises or in the Shopping Center. Landlord will be responsible for providing space for Jefferson County signage on the monument sign located in front of the shopping center. Jefferson county signage will be located at the top of the sign before any other tenant signs.

Section 15. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, mortgage or encumber this Lease Agreement, in whole or in part, or sublet all or any part of the Leased Premises without the prior written consent of Landlord. The Landlord's decision to withhold such consent, shall be absolute and binding on Tenant and should not be unreasonably withheld. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from any of Tenant's obligations or liabilities under this Lease Agreement. If Tenant is a corporation or partnership and if any transfer, sale, pledge or other disposition of the common stock or partnership interest shall occur, or power to vote the majority of the outstanding capital stock or partnership interest be changed, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to terminate this Lease Agreement upon five (5) day(s) notice to Tenant.

Section 16. REPAIRS:

(a) Landlord shall keep the foundation, the roof and the structural soundness of the exterior walls of the Leased Premises thereof in good repair and condition. Unless any such necessary work is required because of damage caused by any act or omission of Tenant, its employees, agents, invitees, licensees or contractors in which case Tenant shall be liable for the cost thereof as additional rent. Notwithstanding the provisions of this paragraph or any other paragraph of this Lease Agreement to the contrary, Landlord shall not be responsible or liable at any time for any loss or damage to merchandise, equipment, fixtures or other personal property of Tenant or Tenant's business.

(b) Except for repairs required to be performed by Landlord pursuant to Paragraph (a) of this Section, Tenant shall, at its own cost and expense, keep in good order, repair and condition the Leased Premises and the fixtures and equipment in, on, above or under and any appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances, store fronts, showcases, floor coverings, interior walls, columns, partitions, plumbing, sewerage facilities, lighting fixtures, electric wiring, conduits, water pipes and water closets. In addition to the foregoing, Tenant shall replace any glass which may be broken or damaged.

(c) If Tenant refuses or neglects to make repairs required hereunder, or if repairs are required by reason of the act or omission of Tenant, Tenant's employees, agents, invitees, licensees or contractors, Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event such work shall be paid for by Tenant as additional rent, promptly upon receipt of a bill therefor.

(d) Notwithstanding anything contained herein to the contrary, Tenant shall be responsible for providing maintenance on the HVAC system for the Demised Premises including maintenance covering all heating, ventilating and air conditioning serving the Leased Premises, with county personnel. Landlord will be responsible for any cost of repair or replacement exceeding \$3,000.00 per occurrence.

Section 17. MECHANICS', MATERIALMEN'S AND OTHER LIENS: Should any mechanics', materialmen's or other liens be filed against the Leased Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions, or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

Section 18. UTILITY SERVICES AND CHARGES: Tenant shall pay all charges for heat, water, electricity, gas, dumpster service and other utility services, used or consumed in the Leased Premises, including, but not limited to, sewer and sewer service charges. Landlord

shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 19. USE OF COMMON AREAS AND FACILITIES: Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. All common areas and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right at all times to: (a) construct, maintain and operate lighting and other facilities on all said areas and improvements; (b) police the same; (c) change the area level, location and arrangement of parking areas and other facilities with approval of Tenant; (d) Adequate Parking is required by Tenant for the operation at this location. Any change to parking availability from the current plan must be approved by Tenant. Notwithstanding anything contained herein to the contrary, as long as the parking requirements for the City of Gardendale are maintained, Landlord shall be allowed to conduct the activities referred to in this paragraph without objection by Tenant. Landlord shall operate and maintain the common areas and facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to abide by such regulations as Landlord may from time to time impose with respect to the use of the common areas and facilities. "Common areas and facilities", whether such terms are used individually or collectively, shall mean all areas, spaces, equipment, signs and special facilities provided by Landlord for the common or joint use and benefit of the tenants in the Shopping Center and their employees, agents, servants, customers and other invitees. Such areas and spaces shall include,

but are not limited to, parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways, tunnels, loading docks, pedestrian malls (enclosed or open) courts, stairs, ramps, on-site sewage treatment plants, sidewalks, security, fire protection, and parcel pick-up stations

Section 20. COSTS OF MAINTENANCE: (All cost included in Square foot rental agreement)

Section 21. MERCHANTS' ASSOCIATION AND ADVERTISING: This Section Intentionally Deleted

Section 22. INDEMNITY, LIABILITY INSURANCE, PAYMENT OF COSTS AND ATTORNEY'S FEES:

(a) to the extent allowed by law, Tenant shall indemnify and save Landlord and Landlord's agents and employees harmless from and against suits, actions, damages, liability, expense, court costs and attorney's fees in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the occupancy or use by Tenant of said premises arising from the act or omission of Tenant, Tenant's agents, contractors, employees. Tenant shall store its property in and shall occupy the Leased Premises at its own risk. Unless caused by the negligence of Landlord, Tenant releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business. Landlord shall not be responsible or liable for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

(b) Tenant covenants to provide on or before the commencement date of the term hereof and keep in force (at Tenant's cost and expense) during the term of this Lease, the following insurance coverage with respect to the Leased Premises:

(i) Comprehensive General Liability Insurance, with a contractual liability endorsement, relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00).

(ii) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, Flood (if required by Landlord, any mortgagee or governmental authority) and War Risk (if obtainable) Insurance in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein as well as any Leasehold improvements contained in the Tenant's Demised Premises.

(iii) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on adjoining, above or beneath the Leased premises, in an amount of One Million and No/100 Dollars (\$1,000,000.00).

(iv) Rent Insurance covering those risks referred to in (ii) in an amount equal to all Fixed Minimum Rent and other sums payable under this Lease Agreement for a period of twenty-four (24) months commencing with the date of loss.

(v) Worker's Compensation Insurance covering all persons employed by the Tenant.

(vi) Such other reasonable insurance as may be carried on the Leased Premises and Tenant's operation thereof, as may be determined by Landlord which are customary for shopping centers in the Gardendale, Alabama market, and which may be required by Landlord's lender.

(c) All of the aforesaid insurance shall be written by one or more responsible insurance companies satisfactory to Landlord and in a form satisfactory to Landlord. All such insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's stores; all such insurance shall contain endorsements that such insurance may not be canceled or amended with respect to Landlord (or its designees) except upon ten (10) days' prior written notice to Landlord (and any such designees) by the insurance company. Tenant shall be solely responsible for payment of premiums and Landlord (or its designees) shall not be required to pay any premium for such insurance. In the event of payment of any loss covered by such policy, Landlord (or its designees) shall be paid first by the insurance company for Landlord's loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord, of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord



may, but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next installment of Fixed Minimum Rent.

Section 23. LANDLORD'S INSURANCE: Landlord shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring in an amount of not less than ninety percent (90%) of the full insurable value (excluding foundation and excavation costs and costs of underground flues, pipes and drains) of the improvements and betterments installed by Landlord in the Shopping Center or such greater coverage as may be required by Landlord's mortgage.

Section 24. REAL ESTATE TAXES (All taxes included in square footage rate).

Section 25. FIRE OR OTHER CASUALTY: If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, but the Leased Premises are not thereby rendered wholly un-tenantable, this Lease Agreement shall not automatically terminate, but Landlord shall, with reasonable diligence, at Landlord's expense, not exceeding the amount of insurance proceeds actually received and retained by Landlord, cause such damage to be repaired and the Fixed Minimum Rent payable hereunder shall be abated proportionately as to the portion of the Leased Premises rendered un-tenantable bears to the total area of the Leased Premises, from the date of such casualty until the Leased Premises are rendered wholly tenantable; provided, however, if the Leased Premises by reason of such occurrence (a) are rendered wholly un-tenantable; or (b) are damaged as a result of a risk not covered by Landlord's insurance; or (c) are damaged in whole or in part during the last thirty-six (36) months of the term of this Lease Agreement; then, and in any of such events, either Landlord or Tenant may elect to repair the damage or may terminate this Lease Agreement by giving the other notice of termination within ninety (90) days after the occurrence of such event, the termination, to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination, and Landlord shall make an equitable refund of rents paid in advance. Unless this Lease Agreement is terminated by Landlord or Tenant, when Landlord's repairs are substantially completed and upon notification of such substantial completion by Landlord to Tenant, Tenant shall promptly repair and re-fixture the interior of the Leased Premises in a manner equal at least to that condition existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair or replacement. If Tenant has closed, Tenant shall promptly reopen for business when the Leased Premises shall have been repaired. Nothing hereinabove contained shall impose upon Landlord any liability to repair, rebuild or replace any property belonging to Tenant. Nothing herein above contained shall impose upon Tenant any liability to repair, rebuild or replace any property belonging to Landlord.

Section 26. CONDEMNATION:

(a) Total: If the whole of the Leased Premises shall be taken by condemnation or other proceedings for any public or quasi-public use or purpose, then this Lease Agreement and the term hereof shall terminate as of the date Tenant is required to yield possession of the Leased Premises pursuant to such taking.

(b) Partial: If any part of the Leased Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease Agreement shall terminate as aforesaid. If such partial taking is not sufficiently extensive to render the Leased Premises unsuitable for the business of Tenant, then this Lease Agreement shall continue in effect except that the Fixed Minimum Rent shall be reduced in the same proportion that the floor area of the Leased Premises taken bears to the original floor area, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to as to constitute the Leased Premises as a complete architectural unit but in no event shall Landlord be required to spend for such work an amount in excess of the net amount received free and clear by Landlord as damages for the part of the Leased Premises so taken; provided, however, if such partial taking shall occur during the last thirty-six (36) months of the term of this Lease Agreement or if more than twenty percent (20%) of the floor area of the building of which the Leased Premises are a part shall be taken as aforesaid (whether or not any portion of the Leased Premises is taken) Landlord may terminate this Lease Agreement by giving Tenant notice of termination within ninety (90) days after such taking, the termination to be effective as of the date Tenant is required to yield possession pursuant to such taking. If this Lease Agreement is terminated as provided in this Section, rents shall be paid to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rents paid by Tenant in advance.

(c) Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation or other award for any such taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, or otherwise, except that Tenant shall have the right, to the extent permitted by law and provided that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and trade fixtures.

Section 27. DEFAULT:

(a) The happening of any one or more of the following events shall constitute a default under this Lease Agreement:

(i) Failure by Tenant to pay any rent or other payment or charge provided in this Lease Agreement to be paid by Tenant, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after notice to Tenant that such payment has not been received.

(ii) Failure by either Tenant or Landlord to perform or observe any other agreement, covenant or condition required by this Lease Agreement to be performed or observed by Tenant or Landlord, for a period of fifteen (15) days after notice to Tenant or Landlord of such default, or, if more than fifteen (15) days shall be required because of the nature of such default, failure by Tenant or Landlord to commence within said fifteen (15) day period and thereafter to proceed diligently to cure such default;

(iii) Inability of Landlord to terminate this Lease Agreement as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this

Lease Agreement and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease Agreement by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease Agreement if:

(A) It cures or provides adequate assurance that the trustees will promptly cure any default hereunder;

(B) It compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and

(C) It provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease Agreement to be performed by Tenant. In no event after the assumption of this Lease Agreement shall any then existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease Agreement, as set forth hereinabove, shall include, without limitation, adequate assurance:

(1) of the source of rent reserved hereunder;

(2) that any percentage Rent due hereunder will not decline from the levels anticipated; and

(3) the assumption of this Lease Agreement will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor.

(iv) The making of an assignment by Tenant for the benefit of any or all of its creditors;

(v) Appointment by a court of competent jurisdiction of a receiver for all or any part of the properties of Tenant;

(vi) Vacation by Tenant of all or any portion of the Leased Premises, or abandonment of the properties of Tenant;

(vii) The removal, or attempted removal from the Leased Premises, except in the usual course of business, of the goods, furniture, fixtures or other property of Tenant brought thereon;

(viii) The taking of Tenant's interest in this Lease Agreement by execution or other process of law in an action against Tenant. In the event of a filing of a petition under the Bankruptcy Code by Landlord, Tenant shall have no obligation to remain in the lease, unless Landlord continues to provide and uphold the terms of this lease agreement.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided in Section 30 (a) (i) or (a) (ii), as the case may be, Landlord shall have the right at Landlord's option, to immediately, or at any time thereafter, terminate this Lease Agreement by giving Tenant ten (10) day(s) notice of such termination and this Lease Agreement shall terminate on the date specified in such notice of cancellation. If the notice provided shall have been given and the Lease Agreement shall terminate as aforesaid, Landlord shall have the right to reenter the Leased Premises, with or without process of law, using such force as may be necessary. Tenant will remove all personal property from the leased premises within thirty (30) day(s). In the event Landlord elects to terminate this Lease Agreement as provided herein, Landlord may recover from Tenant as its sole remedy for default, all past due lease payments and an amount equal to twelve (12) months or one year of lease payments. In addition to the rights and remedies of Landlord specified in this Section, Landlord shall, in the event of Tenant's default under this Lease Agreement, have such other rights and remedies as may be afforded by law or equity. The rights and remedies given Landlord under this Section are distinct, separate and cumulative and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all others. No re-entry by Landlord under the provisions of this Section shall bar the recovery of rent or damages for the breach of any of the covenants, agreements or conditions on the part of Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder shall not be deemed a waiver or forfeiture of Landlord to any of the rights or remedies provided for herein. Landlord is required to give notice of default and/or termination, or re-enter the Leased Premises prior to the institution of any lawsuit against Tenant for breach of the terms or conditions of this Lease Agreement.

Section 28. ACCESS TO PREMISES: Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Leased Premises as may be necessary for the servicing of the Leased Premises or other portions of the Shopping Center with advanced notice and reasonable coordination with Tenant as to minimize interference with Tenant operations. Landlord shall also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations and improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rents reserved shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. The provisions of this Section shall not be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the Leased Premises or the building of which it is a part, except as otherwise herein specifically provided.

Section 29. QUIET ENJOYMENT AND MORTGAGES: Landlord covenants that, subject to Tenant's complying with all the terms and conditions of this Lease Agreement on Tenant's part to be complied with and performed, Tenant shall have the peaceable and quiet possession of the Leased Premises during the term of this Lease Agreement. Landlord and Tenant agree that this Lease Agreement is and shall be subject and subordinate at all times to all ground leases, all mortgages, which may now or hereafter affect or relate to the real property of which the Leased Premises form the part, and all renewals, modifications, consolidations, participation, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures, deeds of trust and security deeds. Tenant agrees to at torn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in this Lease Agreement upon request of such ground lessor or mortgagee provided that Tenant's rights under this Lease Agreement shall continue unmodified in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease Agreement. If any mortgagee requires that

this Lease Agreement be prior rather than subordinate to any such mortgage or ground lease, Tenant shall promptly, upon request therefor by Landlord or such mortgagee and without charge therefor, execute a document effecting and/or acknowledging such priority which document shall contain, at the option of such mortgagee, an attornment agreement to the mortgagee as Landlord in the event of foreclosure or to any party acquiring title through such mortgage in such event, provided that Tenant's rights under this Lease Agreement shall continue unmodified in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under this Lease Agreement.

Section 30. FURTHER COVENANTS AND AGREEMENTS OF TENANT: Tenant further covenants and agrees to (a) receive and deliver goods and merchandise only by way of the rear of the Leased Premises or at any other location designated by Landlord, and only at such times as may be designated for such purpose by Landlord; (b) store any trash and refuse in adequate containers within the Leased Premises, in a neat, clean condition so as not to be noticeable to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof at Tenant's expense and in a manner as may be directed by Landlord; (c) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown therein; (d) keep the outside areas immediately adjoining the Leased Premises clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas; (e) not use the public or common areas in the Shopping Center for business purposes and not distribute handbills or other advertising matter therein; (f) park Tenant's vehicles and cause Tenant's employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by Landlord; (g) not use or permit the use of any objectionable advertising medium such as, but not limited to, loud speakers, phonographs, public address systems, sound amplifiers, radio or broadcasts within the Shopping Center which is in any way audible or visible outside the Leased Premises; (h) not burn trash or garbage in or about the Leased Premises, the Shopping Center or within one mile of the outside radius of the Shopping Center; (i) not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or on or upon any of the common areas in the Shopping Center; (j) not conduct or permit any going-out-of-business, fire, or auction sales on or about the Leased Premises; (k) conform and cause Tenant's employees to conform to all rules and regulations Landlord may adopt from time to time for the use and care of the Leased Premises, the building of which the Leased Premises are a part and the common areas and facilities of the Shopping Center; and (l) keep the Leased Premises free of dirt, fumes, odors, debris; pests and vermin and if required by Landlord, Tenant will purchase extermination and pest control service from a company acceptable to the Landlord.

Section 31. UNAVOIDABLE DELAYS: In the event that either party hereto is rendered unable to carry out any obligations of such party under this Lease Agreement, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delay" as employed herein shall mean acts of God, strikes, lockouts, wars, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil

disturbances, explosions, breakage or accidents to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this Section 35, no obligation of either party hereto shall be suspended where such obligation is for, or relates to, the payment of money.

Section 32. SURRENDER AT END OF TERM: Upon the expiration of the term hereof, or sooner termination of this Lease Agreement, Tenant agrees to surrender and yield possession of the Leased Premises to Landlord, peacefully and without notice, and in good order and condition, subject only to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease Agreement.

Section 33. HOLDING OVER:

(a) If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration or termination of the term of this Lease Agreement, with the consent of Landlord, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month, cancelable upon thirty (30) day(s) notice, at the same rental and, except with respect to the month-to-month term specified above, subject to all of the terms and provisions hereof; provided, however, that the rent during any such period that Tenant shall continue to hold the Leased Premises after expiration date of this Lease Agreement shall be at the highest annual rate of rent herein provided.

(b) If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration or termination of this Lease Agreement, without the consent of Landlord, Tenant shall be liable to Landlord for all damages, direct and/or consequential, or as otherwise provided by law which the Landlord on account of Tenant's failure or refusal to so surrender possession of the Leased Premises.

Section 34. ESTOPPEL CERTIFICATES: At any time and from time to time, Tenant agrees that within fifteen (15) days from the date of Landlord's written request Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that (i) this Lease Agreement is unmodified and in full force and effect, (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); and (ii) the dates to which the Fixed Minimum Rent, percentage rent and other charges have been paid.

Section 35. WAIVER OF SUBROGATION: If the same can be done (and if payment of additional premium is required, the party benefiting shall pay such additional premium), each party to this Lease Agreement shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises of the contents thereof to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease Agreement or its agents or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies, provided the insurance

companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this Section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any insurance policy affecting the Leased Premises or the Shopping Center. Notwithstanding any contrary provisions contained in this Section, this Section shall not apply to relieve Tenant of its obligation to repair, at Tenant's cost and expense, as required by any other Sections of this Lease.

Section 36. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULTS: Landlord may, but shall not be obligated to, cure at any time, after notice, any default by Tenant under this Lease Agreement and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing such default, together with interest from the time of billing at the maximum rate allowed by law, shall be paid by Tenant to Landlord on demand.

Section 37. NO WAIVER: Failure of Landlord to insist upon the strict performance of any provision of this Lease Agreement or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease Agreement shall not be deemed a waiver of such breach. No provision of this Lease Agreement shall be deemed to have been waived by Landlord unless such waiver be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid or shall any endorsement or, statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any remedy provided in this Lease Agreement, and no waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other tenant in the Shopping Center.

Section 38. NOTICES: Any notice and demand which may be or is required to be given under this Lease Agreement shall be in writing and shall be deemed to have been given when personally delivered, or deposited in the United States Mail, by certified or registered mail, return receipt requested, postage prepaid or by Federal Express or other overnight courier and properly addressed to the respective party to which such notice relates at the following addresses:

To Landlord: BBA Developments, LLC do Chuck Belcher 651 Main Street Suite 123 Gardendale, AL 35071

To Tenant: Jefferson County Commission c/o County Managers Office Rm 251 ATTN: Mr. Tony Petelos, CEO 706 Richard Arrington Jr, Blvd, North Birmingham, Alabama 35203 PHONE: 205.731.2880

COPY TO: Jefferson County Commission Director of General Services Rm 1 716 Richard Arrington Jr. Blvd. N. Birmingham, Alabama 35203 or at such alternate addresses as shall be specified by notice given in the manner herein provided.

Section 39. LEASE BINDING, ETC.: Except as otherwise expressly provided herein, this Lease Agreement and all provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective heirs, legal representatives, successors and assigns. Substantive and procedural law of the State of Alabama shall govern this Lease Agreement.

Section 40. MODIFICATION OF AGREEMENTS: There shall be no modification of this Lease Agreement except in writing and signed by the party to be charged.

Section 41. PROFESSIONAL FEES AND OTHER COSTS:

Section 42. CAPTIONS AND HEADINGS: The captions and headings of the Articles and Sections of this Lease Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 43. TIME IS OF THE ESSENCE: Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease Agreement.

Section 44. CONSTRUCTION OF TERMS:

(a) Printed parts of this Lease Agreement shall be as binding upon the parties hereto as other parts hereof. Parts of this Lease Agreement, which are written or type-written shall have no greater force or effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of this Lease Agreement, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this Lease Agreement which may prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall remain in full force and effect.

Section 45. WAIVER REGARDING BILLINGS: Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of ninety (90) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Landlord and Tenant.

Section 46. NO PERSONAL LIABILITY OF LANDLORD: The term "Landlord" as used in this Lease Agreement means only the owner or mortgagee in possession for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in said building and/or the land thereunder (or the managing agent of any such owner or mortgagee) so that in the event of sale of said building or leasehold interests or an assignment of this Lease Agreement, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing.

It is specifically understood and agreed that there shall be no personal liability of Landlord (or Landlord's agent) in respect to any of the covenants, conditions or provisions of this Lease Agreement. In the event of a breach or default by Landlord of any of its obligations under this Lease Agreement, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section 47. REPRESENTATIONS OF TENANT AND LANDLORD AS TO THE ENTIRETY OF THE AGREEMENT, ETC.: Tenant hereby represents to Landlord and Landlord hereby represents to Tenant that this Lease Agreement sets forth the entire agreement between the parties. Any

prior conversation, understandings, oral agreements not herein reduced to writing, prior writings or any other item not contained herein are hereby merged herein and extinguished. Tenant represents to Landlord that it is entering into this Lease Agreement based solely on the writing contained herein and the Tenant has not relied and is not relying on any representation, whether written or oral, not contained in writing in this Lease Agreement. Tenant further represents that Tenant will not assert in any way any claim that Landlord, its agents, or employees in any way represented, misrepresented, promised, agreed or had any understanding regarding the lease of the Leased Premises not contained herein. Tenant represents that it has completely read and fully understands all the provisions of this Lease Agreement or that Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

Section 48. PROHIBITION AGAINST RECORDING: If the term of this Lease Agreement, together with any optional terms, is less than twenty (20) years, then this Lease Agreement shall not be recorded without the prior written consent of Landlord.

Section 49. OPTIONS: Provided Tenant is not in default of this lease during the initial term of this lease or any future option terms of this lease Tenant shall have the option to extend this lease for Two (2) additional Option Periods of Five (5) years each, with increases in Fixed Minimum Rent of Five (5%) in each Option Period over the prior Lease Term. Notices of Tenant's intent to renew for said Option Periods, shall be provided to Landlord in writing no later than 120 days prior to the to the then current expiration date. It is understood and agreed that all the terms and conditions of this Lease during the option terms shall remain unchanged except that the Base Rent during the option periods.

Section 50. Termination by Tenant: Tenant is a Government agency and as such requires the option to terminate this lease for convenience and without cause. The Tenant shall give the Landlord a twelve month written notice of such intent of termination. The Tenant shall pay the Landlord an amount equal to twelve months rent beyond Tenant's actual termination date and vacation of the Demised Premises, as compensation to the Landlord for early termination.

IN WITNESS WHEREOF, the parties have respectively executed this Lease Agreement the day and year first above written.

LANDLORD:

BBA Developments, LLC  
An Alabama Limited Liability Company

TENANT: Jefferson County Commission, Jefferson County, Alabama

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

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SEPT-22-2016-777

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is and be hereby authorized to execute an agreement between Jefferson County, Alabama and Foreign Language Services, Inc. in the amount of \$3,000.00.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO: 00008748  
RFP NO. 105-16

JEFFERSON COUNTY FAMILY COURT LANGUAGE SERVICE

THIS AGREEMENT entered into this 1st day of August 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and Foreign Language Services, Inc. located at 3609 A5 Memorial Parkway, SW, Huntsville, AL 35801 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for language services for Jefferson County Family Court, hereinafter called "Family Court", and

WHEREAS, the Contractor desires to furnish said services to the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 105-16, the terms of which are included herein by reference. Jefferson County, Alabama d/b/a Jefferson County Family Court desires to enter into contract with a community partner/or individual to provide professional language services in the social service and judicial setting to clients with limited English proficiency in the Birmingham and Bessemer Division of Family Court as on an as needed basis as described below:

Specified Languages: Must provide face-to-face, and/or written translation of the following languages: American Sign Language (ASL), Spanish, Quiche, or another Mayan language.

Written Translation: Must provide written translations to documents and forms used by the Jefferson County Family Court using proofreaders from several countries to ensure documents use common language between all Spanish speakers.

Availability and Response Time: Jefferson County Family Court requires response time for requests for services to be less than two (2) hours. All services must be available 24 hours a day, 7 days a week, and 365 days a year.

Certifications/Training/Professional Membership: Interpreters must have successfully completed at least a 40-hour interpreter-training course and meet certification requirements by the State of Alabama AOC. Interpreters must have the necessary professional memberships, training, certification, and

education that would establish a standard of excellence and knowledge of current national issues and trends for foreign language interpreters in the social service and judicial setting.

Accuracy and Completeness: Interpreters shall always thoroughly and faithfully render the source language message, neither omitting nor adding anything, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message

STATE OF ALABAMA) CONTRACT NO: 00008748 JEFFERSON COUNTY) RFP NO. 105-16

JEFFERSON COUNTY FAMILY COURT LANGUAGE SERVICE

SCOPE OF SERVICES: (CONT'D)

Cultural Sensitivity and Courtesy: Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve and experienced in meeting the needs of a culturally diverse population.

Professional Development: Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of the contract is for three years October 1, 2016 through September 30, 2019.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows: Translation Services — Spanish, Quiche or another Mayan languages: Consecutive Interpreting English><Spanish - \$48 Hour — 2 hour minimum Consecutive Interpreting English><Other - \$63 - \$73 Hour — 2 hour minimum Hotline/Telephone - \$2.00 — Minute — No minimum required. Travel - \$.50 — Mile — if over 10 miles to interpreting site; billed on # minutes. Travel Labor - \$24 - \$36.50 — if travel takes more than one hour of commute to the interpreting site, we will bill for travel labor based on half the interpreting labor rate. Legal Translation from or into Spanish - \$.16 — Word - \$40 minimum; bill a minimum charge of \$40 for all documents that are less than 250 words. Anything over 250 words will be billed at a rate of \$.20/word Legal Translation — all other languages - \$.20 - \$.22/word - \$40 minimum; bill a minimum charge of \$40 for all documents that are less than 250.

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 Foreign Language Services, Inc. to subcontract (assign) any portion of this contract, Foreign Language Services, Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Foreign Language Services, Inc. must maintain a continuous effective business relationship with the sub-contractor(s) 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. 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

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

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

9. NON- DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/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. 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.

12. LIABILITY:

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

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.

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

Client:

Jefferson County Family Court Director of Programs 120 2nd Court North.

Birmingham, AL 35204

Copy to:

Jefferson County Commission Finance Department 716 N Richard Arrington Suite 820 Birmingham, AL 35203

14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
16. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
17. BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Bidder shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.
19. 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.

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

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SEPT-22-2016-778

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

- |                      |             |
|----------------------|-------------|
| a) Freedom Reporting | \$25,000.00 |
| b) Siena Consulting  | \$39,400.00 |
| c) eSkill            | \$8,250.00  |

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

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SEPT-22-2016-779

WHEREAS, The Jefferson County Commission by resolution dated September 6, 1994, designated UAB TASC to be its community corrections component and,

WHEREAS, The Jefferson County Commission per said resolution must acknowledge support of the TASC community corrections plan to the Alabama Department of Correction and,

WHEREAS, this acknowledgement does not bind the county to any further funding, but must be in place to allow TASC to apply for grant funding.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that they have reviewed and supports the FY2017 Jefferson County Corrections Plan and authorizes the President of the Commission to send a letter of support thereof.

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

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SEPT-22-2016-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange between Jefferson County, AL and the City of Hoover for a sanitary sewer easement for Hoover Fire Station No. 2. This deed is to correct the alignment of an existing sanitary sewer easement acquired by Instrument 200662/15984 for a new sanitary sewer right of way.

PROJECT NAME:

Hoover Fire Station No. 2

THIS INSTRUMENT PREPARED BY: Derek S. Meadows, P.L.S.

Gonzalez-Strength and Associates, Inc. 2176 Parkway Lake Drive Hoover, AL 35244

DEED OF EXCHANGE

FOR

SANITARY SEWER RIGHT-OF-WAY

STATE OF ALABAMA) JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, City of Hoover, a Political Subdivision of the State of Alabama do hereby grant, bargain, sell and convey unto the said Jefferson County, a Political Subdivision of the State of Alabama, its



successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A parcel of land situated in the Southeast-1/4 of the Northeast-1/4 of Section 15, Township 19 South, Range 3 West, and Jefferson County, Alabama, said parcel being twenty (20) feet in width and lying ten (10) feet adjacent to, parallel to, and abutting the following described centerline:

Commence at the Northeast corner of the Southeast-1/4 of the Northeast-1/4 of said Section 15 and on West along the North line thereof for a distance of 111.07 feet; thence leaving said North line, deflect left 83°-35'-34" and run Southwest for a distance of 123.78 feet; thence deflect left 04°-01'-31" and run in a Southerly direction for a distance of 129.17 feet; thence deflect right 94°-00'-52" and run in a Northwesterly direction for a distance of 158.29 feet to a point on the South Lot line of Lot 1, Fire Station No. 2 Survey, as recorded in Map Book 42, Page 30, in the Office of the Judge of Probate, Jefferson County, Alabama and the POINT OF BEGINNING of the centerline herein described; thence deflect right 87°-49'-40" and run in a Northeasterly direction for a distance of 52.20 feet to the end of said centerline. Said parcel contains 1,044 square feet or 0.02 acres more or less.

City of Hoover, a Political Subdivision of the State of Alabama

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

City of Hoover, a Political Subdivision of the State of Alabama,, covenant with Jefferson County that the undersigned are seized in fee-simple of said and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the afore granted strip of ground from and against the lawful claims of all persons whomsoever.

IN CONSIDERATION OF THE ABOVE CONVEYANCE, Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby remise, release, quit claim, and convey to the said City of Hoover, a Political Subdivision of the State of Alabama, all rights, title, interest, and claim in or to the following described real estate (except any portion lying within the above described parcels of sanitary

sewer right-of-way being conveyed to Jefferson County by this instrument), each taking title to only that part of the below described property within their existing perimeter boundaries, and each disclaiming any ownership to said property within the perimeter boundaries of the others property, such property being more particularly described as follows, to-wit.

The part conveyed in Deed Book LR200662 Page 15984 as described as follows:

A parcel of land situated in the Southeast quarter of the Northeast quarter of Section 15, Township 19 South, Range 3 West Jefferson County, Alabama, said parcel being 20 feet in width and lying 10 feet adjacent to, parallel to and abutting the following described centerline:

Commence at the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 15 and run West along the North line thereof for a distance of 111.07 feet; thence leaving said North line deflect left 83° 35' 34" and run Southwest for a distance of 123.78 feet; thence deflect left 04° 01' 31" and run in a Southerly direction for a distance of 129.17 feet; thence deflect right 94° 00' 52" and run in a Northwesterly direction for a distance of 161.15 feet; thence deflect left 92° 47' 08" and run in a Southerly direction for a distance of 63.37 feet; thence deflect left 23° 29' 31" and run in a Southeasterly direction for a distance of 20.00 feet to the POINT OF BEGINNING of the centerline herein described; thence deflect right 180° 00' 00" and run in a Northwesterly direction for a distance of 20.00 feet; thence deflect right 23° 29' 31" and run in a Northerly direction for a distance of 115.63 feet to the end of said centerline. Said parcel contains 2,712 square feet or 0.06 acres more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 22<sup>nd</sup> day of September, 2016.

City o Hoover, a Political Subdivision of the State of Alabama  
Gary Ivy, Mayor

James A. Stephens, President  
Jefferson County, Alabama

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

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SEPT-22-2016-781

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Jefferson County Commission is hereby authorized to execute a Purchase Agreement and a Statutory Warranty Deed to the City of Vestavia to convey a part of a parcel owned by Jefferson County Environmental Services Department that is located in Shelby County and was acquired by Environmental Services Department for the Cahaba River Trunk Sewer Replacement Project. The

northern most part (.22 acres) of Shelby County, Parcel 10-2-04-0-001-002.001 is being sold as unused excess County property to the City of Vestavia for an appraised amount of Ten Thousand and NO/100 Dollars (\$10,000.00).

GENERAL SALES CONTRACT  
September 22, 2016

The undersigned purchaser, CITY OF VESTAVIA HILLS, ALABAMA ("Purchaser"), hereby agrees to purchase and the undersigned seller, JEFFERSON COUNTY, ALABAMA ("Seller"), hereby agree to sell the following described real estate consisting of approximately 0.22 acres, more or less, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property"), situated in Jefferson County, Alabama, on the terms stated below: SEE EXHIBIT A for legal descriptions attached hereto and incorporated herein.

1. THE PURCHASE PRICE: shall be \$10,000.00 payable as follows:  
Earnest Money, receipt of which is hereby acknowledged (the "Earnest Money") \$100.00 Cash on closing this sale \$9,900.00
2. TITLE INSURANCE, SURVEY AND ENVIRONMENTAL: Purchaser shall, at its sole cost and expense, obtain (a) a commitment (the "Title Commitment") for the issuance of a title insurance policy (the "Title Policy") in the amount of the Purchase Price with respect to the Property issued by a title insurance company selected by Purchaser, (b) a survey of the Property (the "Survey") from an Alabama licensed land surveyor, which Survey must be approved by Seller on or before the Closing, as hereinafter defined, and (c) an environmental phase I site assessment report of the Property (the "Environmental Report") from an engineering firm selected by Purchaser. Upon approval of the Survey by both Seller and Purchaser, the property description set forth on the approved Survey shall be deemed the legal description of the Property. At the Closing, the Property shall be free and clear of all liens and encumbrances and Seller shall, at Seller's sole cost and expense, cause any liens and encumbrances affecting the Property to be removed on or before the Closing. The Property is sold and is to be conveyed subject to present zoning classification, and NOT located in a flood plain.
3. PRORATIONS AND CLOSING COSTS: The Property is exempt from ad valorem taxes and there shall be no proration at the Closing. Purchaser shall be solely responsible for all costs and expenses relating to the issuance of the Title Commitment, the Title Policy, the Survey and the Title Report. Each party shall be responsible for its own attorneys' fees and expenses.
4. ENTRY: Seller grants to Purchaser, its agents, employees, representatives and contractors the right to enter upon the Property to conduct investigations and inspections of the Property, including, without limitation, the preparation of the Survey and the Environmental Report, prior to the Closing.
5. CLOSING CONDITIONS: The Closing of the transaction contemplated by this Contract is expressly subject to the satisfaction of all of the following conditions (collectively, the "Conditions") on or prior to the Closing:
  - (a) Purchaser shall be satisfied, in its sole and absolute discretion, with the Title Commitment, the Survey and the Environmental Report;
  - (b) Seller shall have approved the Survey; and
  - (c) Purchaser shall have purchased and acquired from International Park Meisler-Keith, LLC that certain real property situated adjacent to the Property which will be developed as a road providing

access to and from Acton Road through the Property to the real property described as "Altadena Valley County Club" lying directly east of the Property, as shown on EXHIBIT A hereto.

If, for any reason, all of the Conditions have not been satisfied by the Closing, then this Contract shall automatically terminate, be deemed cancelled and terminated and of no further force or effect and the Earnest Money shall be refunded to Purchaser.

6. CLOSING & POSSESSION DATES: Subject to the satisfaction of the Conditions, the sale shall be closed (the "Closing") and the deed delivered on or before December 31, 2016; provided, however, that if all of the Conditions are satisfied prior to March 31, 2016, then Purchaser shall have the right to elect to close this transaction at any time upon at least five (5) days prior written notice to Seller. Possession is to be given on delivery of the deed.

7. CONVEYANCE: The Seller agrees to convey the Property to the Purchaser by statutory warranty deed free of all liens and encumbrances. Seller and Purchaser agree that the Property will be conveyed subject to current and future years' ad valorem taxes and assessments and all easements, restrictions, rights-of-way and other matters of record as of the date of this Contract (other than any liens and encumbrances which shall be satisfied by Seller on or prior to the Closing). The legal description for the Property set forth on the Survey approved by both Seller and Purchaser shall be used as the legal description of the Property on the deed. At the Closing, Seller shall execute such documents as may be required by the title company issuing the Title Commitment.

8. BROKERS: NONE.

9. SELLER WARRANTIES: Seller warrants that it has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness, mortgages or liens on the Property. These warranties shall survive the delivery of the above deed.

10. EARNEST MONEY & PURCHASER'S DEFAULT: Seller shall hold the Earnest Money in trust pending the fulfillment of this Contract. If, for any reason, Purchaser fails to close the transaction contemplated by the Contract other than as a result of the failure of any of the Conditions, then Seller acknowledges and agrees that its sole and exclusive remedy shall be to cancel and terminate the Contract and retain the Earnest Money. Seller does hereby expressly waive any right to seek or obtain any monetary judgment or damages against Purchaser in the event Purchaser fails to close the transaction contemplated by this Contract and acknowledges and agrees that its sole and exclusive remedy in the event of any such default shall be to retain the Earnest Money as liquidated damages.

11. CONSTRUCTION OF ROAD: Purchaser covenants and agrees that following the Closing, Purchaser shall construct or cause to be constructed a public roadway over, across and upon the Property substantially in the location as shown on Exhibit B hereto, which roadway shall also be available for use by Seller to provide vehicular access to the remaining real property owned by Seller and designated as "JCES Property "on Exhibit B.

12. SEWER EASEMENTS: Notwithstanding anything provided herein to the contrary, to the extent the Survey indicates that any sanitary sewer lines of Seller are situated on, upon or under any of the Property and such sanitary sewer lines are not subject to existing easement agreements, then at the Closing, Seller and Purchaser shall enter into Seller's standard form sanitary sewer line easement agreement for any such sewer lines situated on, upon or under any of the Property.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Contract as of the day and year first above written.

Purchaser:  
CITY OF VESTA VIA HILLS, ALABAMA

Seller:  
JEFFERSON COUNTY, ALABAMA  
James A. Stephens, President

EXHIBIT A

Commence at the SW corner of the NW 'A of the NE 1/4 of Section 4, Township 19 South, Range 2 West. A 1/2" open pipe; thence run NO°20'17"W along the Westerly line of said 1/4 - 1/4 section a distance of 210.50 feet to the Point of Beginning of the Parcel of land herein described; thence continue NO°20'17"W along said Westerly line a distance of 141.81 feet to a point on the centerline of an un-named tributary to the Cahaba River; thence run S55°1 7'52"E along said centerline a distance of 166.27 feet to a curve to the left having a central angle of 2°46'07", a radius of 490.00 feet and a chord bearing of 572°00'57"W; thence leaving said centerline run along the arc of said curve a distance of 23.68 feet to the end of said curve; thence run S70°37'53"W along the extended tangent of said curve a distance of 120.14 feet, more or less to the point of beginning. Containing 0.22 acres, more or less.

Less and excepting any portion of existing sanitary sewer easements to include but not limited to those certain descriptions as described in Deed Book 2892, Page 102 and Deed Book 200002, Page 5545 as recorded in the Office of the Judge of Probate, Jefferson County, Alabama and described in Miscellaneous B 66, Page 953 in the Office of the Judge of Probate, Shelby County, Alabama.

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

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Communication was read from Roads and Transportation for a request from the following utility companies for Excavation Permits:

- Request from Birmingham Water Works Board to install 1,020' 8" water main along Deerfoot Parkway at Deerfoot Crossings Drive in Trussville.
- Requests from Brighthouse Networks, LLC, to install 4,939' of fiber cable along Hilltop Road from Morgan Road east to Hillview Road in Bessemer.
- Request form Brighthouse Networks, LLC, to install 5,955" of fiber cable along Morgan Road south from Hilltop Road to and along Pine Lane in Bessemer.
- Request from A T & T Corporation to install 335" of buried cable at 397 West Oxmoor Road.
- Request from Alabama Gas Corporation to install 2,702" of 2" gas main at Altadena Ridge off Acton Road.

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

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SEPT-22-2016-782

WHEREAS, DRA CRT Alabama Land, LLC, recorded a deed to Jefferson County for a sanitary sewer easement for public purposes filed February 25, 2016 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from DRA CRT Alabama Land, LLC to Jefferson County and its successors and assigns filed February 25, 2016, and recorded as Instrument No. 20016017898 Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

Legal Description – Sanitary Sewer Easement:

A 20.00 foot wide Sanitary Sewer Easement, said easement being 10.00 foot wide on both sides of a centerline and being situated in the East ½ of Section 27, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA; THENCE RUN NORTH 00°08'38" WEST ALONG THE WEST LINE OF SAID 1/4 - ¼ SECTION FOR 1324.77 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST ¼ OF SAID SECTION; THENCE CONTINUE NORTH ALONG THE WEST LINE OF SAID ¼ - ¼ SECTION FOR 1008.78 FEET; THENCE TURN 90°00'00" RIGHT AND RUN EASTERLY FOR 950.69 FEET TO THE POINT OF BEGINNING OF A 20' SANITARY SEWER EASEMENT LYING 10 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE TURN 149°22'44" RIGHT AND RUN SOUTHWESTERLY FOR 28.64 FEET; THENCE TURN 90°00'00" RIGHT AND RUN NORTHWESTERLY FOR 111.85 FEET; THENCE TURN 90°00'00" LEFT AND RUN SOUTHWESTERLY FOR 112.63 FEET; THENCE TURN 89°35' 15" RIGHT AND RUN NORTHWESTERLY FOR 89.48 FEET; THENCE TURN 90°00'00" LEFT AND RUN SOUTHWESTERLY FOR 129.68 FEET; THENCE TURN 28°35'05" RIGHT AND RUN SOUTHWESTERLY FOR 151.93 FEET TO THE END POINT OF SAID EASEMENT CENTERLINE.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

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

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SEPT-22-2016-783

WHEREAS, Darryl S. and Anna C. Castleberry recorded a deed to Jefferson County for a sanitary sewer easement for public purposes filed August 19, 2016, with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Darryl S. and Anna C. Casteberry to Jefferson County Environmental Services and its successors and assigns filed, August 19, 2016 and recorded at Instrument No. Bk: 2016 Pg. 9300 in Probate Records of St. Clair County, said deed purporting to convey a sanitary sewer for public purposes.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

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

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SEPT-22-2016-784

WHEREAS, Bernie E. Howard, Jr. recorded a deed filed to Jefferson County For a sanitary sewer easement for public purposes filed August 19, 2016 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Bernie E. Howard, Jr. to Jefferson County

Environmental Services filed August 19, 2016 and recorded at Instrument No. Bk: 2016, Pg. 9297 in Probate Records of St. Clair County, said deed purporting to convey a sanitary sewer for public purposes.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

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

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SEPT-22-2016-785

WHEREAS, The Department of Roads & Transportation is requesting approval to temporarily close Greathouse Road to complete construction on a collapsed corrugated metal drainage culvert during the week beginning Monday September 26, 2016.

WHEREAS, In order to notify the public of the pending road closure, advance road closure signs will be posted at the site during the week prior to the closure. Also, the Sheriff's Office, the Bagley Fire Department, and the County Board of Education will be notified of the temporary road closure.

WHEREAS, Detour route signs will be installed and maintained using the Federal Manual on Uniform Traffic Control Devices Standards.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of the Roads and Transportation Department, It will be necessary to temporarily close Greathouse Road 0.3 miles east of County Line Road in order to remove a collapsed corrugated metal drainage culvert and replace it with a reinforced concrete culvert.

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

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SEPT-22-2016-786

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement with Advanced Disposal Services Solid Waste Southeast, Inc. for the purpose of trash and recyclables collection and disposal services. The terms of the contract will be three (3) years at no cost to the County.



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

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SEPT-22-2016-787

WHEREAS, a sanitary sewer collapse was discovered on or about the intersection of Lomb Avenue and 9th Street SW in Birmingham, and

WHEREAS, a segment of twenty-four inch diameter sanitary sewer trunk line was found to have a substantial structural defects, the extent of which have yet to be determined, and the damage to the line, availability of materials and equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, a sink hole was discovered on Brock Industrial Drive, and

WHEREAS, a sanitary sewer trunk line was found to have collapsed, the extent of the damage to the main could not be determined without excavation, substantial pipe support work was necessary to stabilize the sanitary sewer, the damage to the line, availability of materials and equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, a sanitary sewer manhole overflow occurred on or around 813 Green Springs Highway and the downstream collector lines could not be evaluated due to high levels of flow, a bypass pumping system was setup to facilitate television inspection, and the County does not have the equipment, personnel or materials necessary to perform the repairs to the defects that may exist;

WHEREAS, the Director of the Environmental Services Department and County Attorney determined in each of the above instances that an emergency situation existed that presented a danger to environmental and public health and safety that required immediate action, and

WHEREAS, the County Manager initiated the emergency purchase of sewer repair services from contractors qualified and capable to immediately respond, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to: Ratify the emergency expenditure of sewer funds for the repair work required near the intersection of Lomb Avenue and 9th Street SW and authorize the Environmental Services Department to direct the contractor, Bama Utility Contractors, Inc., to be paid under force account arrangements to assist the County with all necessary work until such time that a permanent repair has been completed.

Ratify the emergency expenditure of sewer funds for the repair work required along Brock Industrial Drive and authorize the Environmental Services Department be to direct the contractor, B &

H Contracting, Inc., to be paid under force account arrangements to assist the County with all necessary work totaling \$170,461.00.

Ratify the emergency expenditure of sewer funds for the repair work required near 813 Green Springs Highway and authorize the Environmental Services Department be to direct the contractor, Russo Corporation, to be paid under force account arrangements to assist the County with all necessary work until such time that a permanent repair has been completed.

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

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SEPT-22-2016-788

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicle damage claim(s) are hereby denied.

- a) Trover Solutions
- b) Michael Peoples
- c) Genesis Maddox

**Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above vehicle damage claim(s) be denied. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.**

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SEPT-22-2016-789

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage, personal injury and lost wages claim of Lawana Tate in the amount of Sixteen Thousand Five Hundred and 00/100 (\$16,500.00) 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 Lawana Tate in the amount of \$16,500.00 and forward it to the County Attorney for disbursement.

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

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SEPT-22-2016-790

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the lost business claim of Martin Eubank in the amount of Two Hundred Seventy Five and 00/100 (\$275.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Martin Eubank in the amount of \$275.00 and forward to the County Attorney for disbursement.

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

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SEPT-22-2016-791

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2016, and ending September 30, 2017 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$735,974,762 for the following funds for the ensuing year:

General Fund State Fund	175,996,690
State Fund	14,183,878
Cooper Green Fund	69,148,069
School Warrant Fund	105,351,032
Road Fund	24,447,879
Bridge and Public Bldg. Fund	5,020,220
Community Development Fund	2,657,641
Economic Development Fund	2,642,269
Community Development Home Program Fund	852,048
Capital Projects Fund	19,688,623
Capital Road Projects Fund	9,014,994
Landfill Fund	600,000
Sanitary Operations Fund	251,604,412
Emergency Management Agency Fund	1,094,429
Personnel Board Fund	10,690,396
Pension Board Fund	628,583
Debt Service Fund	24,866,397
Fleet Management Fund	9,085,608
Public Building Authority Fund	8,401,594

TOTAL OPERATING AND CAPITAL BUDGET

735,974,762

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2016-2017 be and is hereby adopted.

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

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SEPT-22-2016-792

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2016 – 2017.

November 11, 2016 (Friday)	Veterans Day
November 24 & 25, 2016 (Thursday and Friday)	Thanksgiving
December 23 & 26, 2016 (Friday and Monday)	Christmas
January 2, 2017 (Monday)	New Year's Day
January 16, 2017 (Monday)	Martin Luther King Day
May 29, 2017 (Monday)	Memorial Day
July 4, 2017 (Tuesday)	Independence Day
September 4, 2017 (Monday)	Labor Day
1 day	Variable Day

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That effective the beginning of the first full pay period in Fiscal Year 2016-2017 , the classified employees of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.
2. That effective the beginning of the first full pay period in Fiscal Year 2016-2017, the unclassified employees in the Laborer I, Laborer II, and Laborer III jobs of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate of compensation of the respective employees.
3. That effective the beginning of the first full pay period in Fiscal Year 2016-2017, the Appointed Administrative Assistants, Appointed Secretaries and other unclassified employees who are appointed by the County Commission and/or County Manager whose salaries are set by the County Commission shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.
4. That effective the beginning of the first full pay period in Fiscal Year 2016-2017, the unclassified clerical employees appointed by other elected county officials shall receive a salary adjustment increase in the amount of 2.0% of the present base rate compensation of the respective employees.
5. That effective the beginning of the first full pay period in Fiscal Year 2016-2017, the Deputy District Attorneys for the Birmingham District and Deputy District Attorneys for the Bessemer District who receive a portion of their compensation from the Jefferson County Commission as a salary supplement, shall receive a salary adjustment increase in the amount of 2.0% of the present base rate supplement received from the Jefferson County Commission.
6. That classified employee pay rates shall be in accordance with the pay schedules established and maintained by the Personnel Board of Jefferson County, Alabama.
7. That said salary adjustment increase shall be effective through the end of the pay period which includes September 30, 2017 and shall remain in effect unless modified or amended by formal action of the Jefferson County Commission.
8. That effective the beginning of the first full pay period in Fiscal Year 2016-2017 , the local officials covered by Chapter 2A, Title 11, Code of Alabama 1975\*, shall receive a salary adjustment in the amount of 2.0% of the base rate compensation of the respective local officials.

Adopted: This 22nd day of September, 2016.

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

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SEPT-22-2016-794

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231, 1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2016 - 2017 operating budget to the County governing body, the County Commission; and

WHEREAS, the Finance Department did review the Health Board's operating budget, its financial statements and statements of external funding sources, and after which said office did recommend the operating budget to the Commission; and

WHEREAS, the County Commission has discussed the Health Board's budget request.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as out-lined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2016 -2017 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected 6,400,000; 2% of all the ad valorem taxes collected in the County for both the County & Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

BE IT FURTHER RESOLVED that the CFO is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231, 1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this the 22nd day of September, 2016.

I, Millie Diliberto, Minute Clerk in and for the Jefferson County Commission, do hereby certify that the above is true, literal, and correct copy of a resolution adopted by the County Commission.

WITNESS my hand and the official seal of Jefferson County, Alabama, this the 22nd day of September, 2016.

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

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SEPT-22-2016-795

BE IT RESOLVED by the Jefferson County Commission that the annual salary for the following appointed position be changed as follows effective October 2016: Appointed Clerk Tax Assessor Bessemer (classification 094606) be increased from \$53,931 to \$56,930.

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

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SEPT-22-2016-796

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commuting Vehicle Usage by Department Authorization Forms Summary for Fiscal Year 2016 - 2017, be and herby is approved.

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

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SEPT-22-2016-797

WHEREAS, the Jefferson County Roads and Transportation Department, Fleet Management Division, is responsible for maintaining the motorized fleet for all county departments and some outside boards and agencies; and

WHEREAS, charges for such services are based upon prevailing labor, equipment and material costs to the County.

NOW, THEREFORE, BE IT RESOLVED, that the following shop charges become effective October 1, 2016.

Item	Rate
Shop Charge per Mechanic Hour (Internal)	\$ 44.78
Shop Charge per Mechanic Hour (External)	\$ 50.83
Parts Surcharge Percent of Cost (Internal)	19.80%
Parts Surcharge Percent of Cost (External)	22.50%
Motor Pool per Mile (Internal Only)	\$ 0.13

Motor Pool per Day (for over 24 hours or mileage, whichever is greater) \$ 17.50

Adopted: September 22, 2016.

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

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SEPT-22-2016-798

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

- |  |            |
|--|------------|
| a) City of Clay Senior Center                  | \$500.00   |
| b) United Cerebral Palsy of Greater Birmingham | \$2,500.00 |
| c) City of Trussville Senior Center            | \$1,000.00 |
| d) City of Fultondale Senior Center            | \$1,000.00 |

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

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SEPT-22-2016-799

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

- |   |              |
|---|--------------|
| a) Federal Emergency Management Performance Grant CON #8767 | \$202,146.00 |
| b) Federal Emergency Management Performance Grant CON #8789 | \$12,000.00  |

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

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SEPT-22-2016-800

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following resolution adopted by the Emergency Management Agency Board of Directors, authorizing and approving the



Jefferson County Emergency Management Agency Director to request Budget Transfers for purchasing needs be acknowledged and approved.

WHEREAS, James Coker, the Jefferson County Emergency Management Agency Director makes operational decisions for the Agency on a daily basis; and

WHEREAS, should there be an emergency or unplanned circumstance that requires funds to be transferred into another general ledger account or a new account established;

BE IT RESOLVED BY THE JEFFERSON COUNTY EMERGENCY MANAGEMENT AGENCY BOARD OF DIRECTORS that full authority is given to the JCEMA Director to request budget transfers on an as-needed basis for purchasing needs for the Agency.

APPROVED AND ADOPTED this the 15<sup>th</sup> day of September, 2016.

Alberto C. Zaragoza, Jr., Chairman  
Jefferson County Emergency Management Agency Board of Directors

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

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SEPT-22-2016-801

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves the Encumbrance Journal by resolution which constitutes the Purchasing Division is hereby authorized to release without prior Commission approval, all purchases for EMA under the threshold set by the Bid Law as applicable in Title 41 Competitive Bid Law and Title 39 Public Works Law, Code of Alabama (1975) provided that the Budget Management Office first confirms that sufficient EMA budgetary funds exist for the purchase. All expenditures of EMA released by the purchasing division under the authority of this resolution shall appear on the Purchasing Division's Encumbrance report or Purchasing Agenda for review and ratification by the Commission.

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

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SEPT-22-2016-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges its receipt of the following salary agreement for the Deputy District Attorney, Eleanor Friedman in the amount of \$42,280.45.

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1. By execution below, the Deputy District Attorney hereby authorizes to have his County-provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2. By execution below, the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.
- 3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the month January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.

5. The effective date of this Agreement shall be September 26, 2016.

IN WITNESS WHEREOF', the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

Brandon K. Falls

District Attorney Birmingham Division

Eleanor Friedman

Deputy District Attorney Birmingham Division

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

Unusual Demand Report  
9/22/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	134655	RONNY SUMMERS	REFUND OVER PAYMENT ON CUSTOMER ACCOUNT	156.27	172053	6527
<b>TOTAL</b>					<b>156.27</b>		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Reimbursement K. Crawford for Denatured Alcohol	8.45	171619	6423
10001100	REVENUE	100193	JEFFERSON CO TREASURER	mileage reimb. Stoudenmire, Bridges	153.90	171760	6460
10001100	REVENUE	100516	BRUCE THOMPSON	Reimb. travel 050416-052816	257.92	171793	6470
<b>TOTAL</b>					<b>420.27</b>		
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	CLE SEMINAR 9-29-16	20.00	171967	6505
<b>TOTAL</b>					<b>20.00</b>		
10002200	INFORMATION TECHNOLOGY	134626	INTERNATIONAL CIO LEADERSHIP ASSOCIATION	Membership dues International CIO leadership Assoc	1495.00	171180	6363
<b>TOTAL</b>					<b>1495.00</b>		
10002210	IT SYSTEM DEV & ADMINISTRATION	121993	ASSOC OF INFORMATION TECHNOLOGY	Membership Renewal to AITP - Myers	133.00	171181	6365

<b>TOTAL</b>					<b>133.00</b>		
1000222 0	IT TECH SERVICES	10019 3	JEFFERSON CO TREASURER	PETTY CASH - CABLES FOR IT/HR/CO MGR/PROBATE	198.63	17150 4	6401
<b>TOTAL</b>					<b>198.63</b>		
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	SHIPPING VIA POST OFFICE TO RETURN EQUIPMENT	20.70	17106 9	6340
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED 4 BOXES OF TILES AND 2 BAGS OF THINSET	164.24	17107 3	6342
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED SPEAK HOLE COVER FOR FAM CT	40.00	17107 9	6344
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED A CONTROL BOARD FOR INTERCOM SYSTEM	283.85	17134 1	6388
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED POSTAGE FOR HUMAN RESOURCES MAILOUT	22.56	17156 8	6416
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED REGULATORS FOR ARGON AT WELDING SHOP	73.89	17186 7	6489
<b>TOTAL</b>					<b>605.24</b>		
1000320 0	SENIOR CITIZEN SVCS- GEN	10019 3	JEFFERSON CO TREASURER	PETTY CASH 2016 MISS ALABAMA JANICE WILLIAMS	32.40	17191 8	6495
<b>TOTAL</b>					<b>32.40</b>		
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	REFUND DUE JAMES PERRY TRAVEL	27.74	17172 2	6450
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	BRIAN STREIT TRAVEL REFUND	18.19	17172 4	6450
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	CLINTON BOWDEN TRAVEL REFUND	35.97	17172 6	6450
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 19999881	24.08	17176 8	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 4224017	49.98	17177 0	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 7258155	12.98	17177 1	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 20328567	25.59	17177 3	6462

1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 68341799	4.98	17177 4	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 20337652	3.48	17177 5	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRAN 10377300	87.13	17177 6	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	LOWES TRANS 13449617	23.92	17177 7	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	GRANGER SALES ORD#1264834030	36.96	17177 8	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	ACADEMY SALE# 177173	41.96	17177 9	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	ALABAMA LOCK & KEY TRANS 227568	16.38	17178 0	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	DEWEY BARBER INV 383124 & 381007	55.44	17178 1	6462
1000411 0	SF ENFORCEMEN T -BHAM	10019 3	JEFFERSON CO TREASURER	HARBOR FREIGHT TOOLS TRANS 159985	5.94	17178 2	6462
1000411 0	SF ENFORCEMEN T -BHAM	13361 4	MIKE HALE- SHERIFF'S INVESTIGATI VE FUNDS	SHERIFF'S INVESTIGATIVE FUNDS	25000.00	17182 6	6477
<b>TOTAL</b>					<b>25470.72</b>		
1000418 0	SF CORRECTIONS -BS	10012 8	JEFF CO DEPUTY TREASURER	MICHAELS 890919465909520115111811819878227	31.73	17032 5	6237
1000418 0	SF CORRECTIONS -BS	10012 8	JEFF CO DEPUTY TREASURER	LOWES TRANS# 8004834	41.96	17185 7	6485
<b>TOTAL</b>					<b>73.69</b>		
1000421 0	YOUTH DETENTION CUSTODY	10019 3	JEFFERSON CO TREASURER	Janitorial Supplies	364.17	17111 3	6352
<b>TOTAL</b>					<b>364.17</b>		
1000430 0	CORONER	10019 3	JEFFERSON CO TREASURER	certified mail case 2016-1372	6.47	17087 9	6321
<b>TOTAL</b>					<b>6.47</b>		
1000600 0	HUMAN RESOURCES ADMIN	10306 1	LORREN O. OLIVER	3 MONTHS(SINGLE AD)TO GENERATE EMPLOYMENT	400.00	17045 2	6260

1000600 0	HUMAN RESOURCES ADMIN	10306 1	LORREN O. OLIVER	REIMBURSE RECEIVER FOR IMAGES HE PURCHASED FOR HR	115.00	17195 0	6499
1000600 0	HUMAN RESOURCES ADMIN	10611 8	KARISA MORRIS	SUPER SHUTTLE, TAXI PASS, BHM SHUTTLESWORTH	135.00	17070 7	6301
<b>TOTAL</b>					<b>650.00</b>		
1000631 3	FAMILY COURT PROGRAMS	10060 0	FAMILY COURT OF BHAM	REIMBURSE FAMCT PRO FUND FOR PYMT TO PHIL CHALMERS	3750.00	17169 4	6442
<b>TOTAL</b>					<b>3750.00</b>		
2130510 0	ROADS AND TRANS ADMIN	10019 3	JEFFERSON CO TREASURER	REGISTRATION FOR TRACY PATE - PUBLIC RELATION TRAI	150.00	17040 6	6250
2130510 0	ROADS AND TRANS ADMIN	10019 3	JEFFERSON CO TREASURER	REGISTRATION COSTS - YOLANDA BRADFORD CGAT CONFERE	100.00	17041 2	6251
<b>TOTAL</b>					<b>250.00</b>		
2130540 0	ROADS AND TRANS HWY ENG CONS	10019 3	JEFFERSON CO TREASURER	CERTIFIED MAIL, BANDSAW TIRES, LAWNMOWER BELT	163.03	17069 4	6295
2130540 0	ROADS AND TRANS HWY ENG CONS	10019 3	JEFFERSON CO TREASURER	BATTERY FOR NAIL GUN,CERTIFIED MAIL,OXYGEN REGULAT	155.13	17188 7	6491
<b>TOTAL</b>					<b>318.16</b>		
2130550 0	ROADS AND TRANS HWY MNT	10019 3	JEFFERSON CO TREASURER	CDL RENEWAL, SUPPLIES, TOOLS, BLASTING LICENSE	765.04	17194 6	6498
<b>TOTAL</b>					<b>765.04</b>		
2130570 0	ROADS AND TRANS TRAFFIC ENG	10019 3	JEFFERSON CO TREASURER	REG. COSTS - KEN BOOZER - TRAFFIC SIGNAL TRAINING	150.00	17041 3	6253
<b>TOTAL</b>					<b>150.00</b>		
2140130 1	BOARD OF EQUALIZATION	10019 3	JEFFERSON CO TREASURER	Petty Cash-NunnelleyP-Poster Boards for Court Disp	10.00	16642 3	5733
2140130 1	BOARD OF EQUALIZATION	10019 3	JEFFERSON CO TREASURER	Petty Cash-NunnelleyP-Locks for Storage Cabinet	6.97	16642 4	5733
2140130 1	BOARD OF EQUALIZATION	10019 3	JEFFERSON CO TREASURER	PC-MardisJ-Postage for mailing Legal Briefs	9.64	17129 5	6378
<b>TOTAL</b>					<b>26.61</b>		
2211860 0	CG ADMINISTRATI ON	10019 3	JEFFERSON CO TREASURER	Petty cash for Registration Fee	225.00	17161 4	6421
<b>TOTAL</b>					<b>225.00</b>		

2420200 0	COMMUNITY DEVELOPMENT	10019 3	JEFFERSON CO TREASURER	PETTY CASH:SETA MBMRSH RENEWAL_F.HAMILTON	25.00	17185 0	6481
2420200 0	COMMUNITY DEVELOPMENT	10376 7	FREDERICK HAMILTON	TRAVEL: REFUND DUE EMPLOYEE_F.HAMILTON SETA CONF,	168.21	17116 1	6362
<b>TOTAL</b>					<b>193.21</b>		
2421202 0	ECONOMIC DEVELOPMENT	10019 3	JEFFERSON CO TREASURER	Purchaed additional keys for building	8.19	16957 0	6125
2421202 0	ECONOMIC DEVELOPMENT	10019 3	JEFFERSON CO TREASURER	Lunch for Connect 4 career fair meeting	92.50	16958 0	6127
<b>TOTAL</b>					<b>100.69</b>		
2430320 5	SENIOR SVCS- TITLE III GRANTS	10019 3	JEFFERSON CO TREASURER	MILEAGE SUE MOSES SRX OUTREACH BESSEMER	18.90	17185 3	6482
<b>TOTAL</b>					<b>18.90</b>		
6040710 0	ESD GENERAL ADMINISTRATI ON	12297 4	SIGNATURE HOMES	REFUND FOR SEWER IMPACT 107043	704.97	17080 9	6308
<b>TOTAL</b>					<b>704.97</b>		
6040710 1	SEWER BILLING	13450 7	FREEDA ADAMS	Refund for overpayment acct# W0-7027	53.14	17048 3	6267
<b>TOTAL</b>					<b>53.14</b>		
6040721 1	SEWER SURVEY	10019 3	JEFFERSON CO TREASURER	TRAINING SEMINAR REGISTRATION FEE	150.00	17128 7	6374
<b>TOTAL</b>					<b>150.00</b>		
6040724 0	PUMP STATIONS	10019 3	JEFFERSON CO TREASURER	KSB PUMP SAFE MODULE A;	440.00	17121 9	6367
6040724 0	PUMP STATIONS	10019 3	JEFFERSON CO TREASURER	MED.SUPPLIES;WATER&GATORADE;HEX& FLAT SCREWS;FILTER	229.20	17122 0	6368
6040724 0	PUMP STATIONS	10019 3	JEFFERSON CO TREASURER	TO REIMBURSE FOR MJ GASKETS;REPLACES BATCH# 402;	40.00	17133 1	6379
6040724 0	PUMP STATIONS	10019 3	JEFFERSON CO TREASURER	BATTERIES;HTR HOSE;ADAPTER;CLAMP;FITTINGS;SEALS;	491.97	17185 5	6484
<b>TOTAL</b>					<b>1201.17</b>		
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	hardware, file folders and thumb drives	62.59	17161 2	6420
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	primer and spraypaint and a/c filters	57.78	17161 6	6422
<b>TOTAL</b>					<b>120.37</b>		

6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	GRAPH PENS FOR PRUDES CREEK	174.41	17087 3	6317
6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	ALCOHOL, BOLTS, INK CARTRIDGE	83.75	17087 5	6319
6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	AC PARTS, INK CARTRIDGE, PLUGS, HOSE, BATTERY	638.86	17137 1	6392
6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	THIS IS REPLACING BATCH 2704	195.00	17137 8	6393
6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	PAPER GOODS, BATTERY BACKUP, INK CARTRIDGES	561.04	17186 4	6488
<b>TOTAL</b>					<b>1653.06</b>		
6040730 3	LEEDS WWTP	10019 3	JEFFERSON CO TREASURER	High temp grease for blower	10.38	17133 3	6383
<b>TOTAL</b>					<b>10.38</b>		
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	Light bulbs for John to replace inside plant	19.94	17070 1	6298
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	TSTATE DISPLAY REPLACE OR ADMIN A/C UNIT	66.51	17070 4	6299
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	RETURN SHIPPING, INSURANCE	51.00	17144 6	6398
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	2 NEW RAKES	39.96	17145 1	6398
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	EXHAUST FAN BELTS (3L290)	8.34	17145 6	6398
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	26" BELT (4L260)	6.00	17146 1	6398
<b>TOTAL</b>					<b>191.75</b>		
6040730 6	VALLEY CREEK WWTP	10019 3	JEFFERSON CO TREASURER	cgarner refrigerator rain suits harnesses flag	984.82	17085 9	6313
<b>TOTAL</b>					<b>984.82</b>		
6040732 0	FIVE MILE WWTP MAINTENANCE	10019 3	JEFFERSON CO TREASURER	HOSES, CAPSCREW, FLATWASHER	70.56	17089 3	6323
<b>TOTAL</b>					<b>70.56</b>		
6040732 4	WWTP INSTRUMENT MAINTENANCE	10019 3	JEFFERSON CO TREASURER	WATER & GATORADE;MOUSE GLUE;BATTERY;REIMBERS ELEC.	303.67	17123 0	6370



6040732 4	WWTP INSTRUMENT MAINTENANCE	10019 3	JEFFERSON CO TREASURER	BATTERIES;HTR HOSE;ADAPTER;CLAMP;FITTINGS;SEALS;	491.97	17185 5	6484
<b>TOTAL</b>					<b>795.64</b>		
7010172 5	PERSONNEL BOARD INFO SERV	10019 3	JEFFERSON CO TREASURER	Reimb. Colandus Murray for Barnes & Noble Purchase	39.99	17186 3	6487
<b>TOTAL</b>					<b>39.99</b>		
7010174 0	PERSONNEL BOARD WRKFCE ANA	13464 3	SHEILA ZEIGLER	Tuition Reimb. for Sheila Zeegler, PBJC Employee	777.00	17178 4	6465
<b>TOTAL</b>					<b>777.00</b>		
7010175 0	PERSONNEL BOARD TESTING	10019 3	JEFFERSON CO TREASURER	Overpaid County for travel-MCochran- 2015IPACConf	14.08	15952 4	4612
7010175 0	PERSONNEL BOARD TESTING	10019 3	JEFFERSON CO TREASURER	Reimb. Mileage for Jody Lecheler, PBJC Employee	49.68	17164 7	6427
7010175 0	PERSONNEL BOARD TESTING	10555 7	ANTHONY COLE	Assessor for the 2016 Fire Pilots (Anthony Cole)	178.52	17094 3	6326
7010175 0	PERSONNEL BOARD TESTING	12733 6	KEITH PIRLOT	ASSESSOR FOR THE 2016 FIRE PILOTS (KEITH PIRLOT)	62.96	17095 0	6326
7010175 0	PERSONNEL BOARD TESTING	13066 9	TARA BRYANT	ASSESSOR FOR THE 2016 FIRE PILOTS (TARA BRYANT)	216.32	17094 8	6326
7010175 0	PERSONNEL BOARD TESTING	13395 9	MARCUS COLEMAN	ASSESSOR FOR 2016 FIRE PILOTS (MARCUS COLEMAN)	109.24	17094 6	6326
<b>TOTAL</b>					<b>630.80</b>		
7010175 5	PERSONNEL BOARD TRAINING	10019 3	JEFFERSON CO TREASURER	Feb-Apr Mileage Reimb. for Pete Blank, PBJC Emp	94.50	17169 3	6441
7010175 5	PERSONNEL BOARD TRAINING	10019 3	JEFFERSON CO TREASURER	May-Aug. Mileage Reimb. for Pete Blank, PBJC Emp.	92.88	17169 5	6441
<b>TOTAL</b>					<b>187.38</b>		
7020450 0	EMERGENCY MANAGEMENT AGENCY	10207 7	INTNL ASSOC OF EMERGENCY	EMA MEMBERSHIP DUES FOR JODY HODGE	190.00	17184 0	6480
<b>TOTAL</b>					<b>190.00</b>		
<b>GRAN D TOTAL</b>					<b>43,184.5 0</b>		

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

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SEPT-22-2016-803

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.

PURCHASING DIVISION AGENDA REPORT  
FOR THE WEEK OF 8/26/16 – 9/01/16

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1. RECOMMENDED FOR PACA AND SHERIFF'S DEPARTMENT FROM CHARM TEX, BROOKLYN, NY. TO RENEW BID FOR LINEN (TOWELS, WASH CLOTHS, BLANKETS AND FLAT SHEETS) FOR THE PERIOD OF 09/09/2016 – 09/08/2017. TO BE PURCHASED ON AN AS NEEDED BASIS (FINAL RENEWAL).

REFERENCE BID # 128-15

REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR FLEET MANAGEMENT, FROM COWIN EQUIPMENT COMPANY, INC, BIRMINGHAM, AL. TO AWARD THE PURCHASE OF (1) SELF PROPELLED BROOM (2016) #BROCE KR350 BROOM FOR THE PERIOD OF 09/22/2016 – 09/21/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 113-16

REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT  
FOR THE WEEK OF 9/2/16 – 9/8/16

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1. RECOMMENDED FOR GENERAL SERVICE – BULK STORES WAREHOUSE FROM STRICKLAND PAPER, BIRMINGHAM, AL. TO AWARD BID FOR COPY PAPER, COMMERCIAL ENVELOPES, AND OTHER RELATED ITEMS FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 188-16

REFERENCE MUNIS BID # 1608759

2. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS, FROM XEROX CORPORATION, BIRMINGHAM, AL. TO AWARD BID FOR SAMSUNG PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD OF 10/1/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119-16  
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS, FROM DIGITAL PRINT SOLUTIONS, MADISON, AL. TO AWARD BID FOR LEXMARK PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119-16  
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM SHARP BUSINESS SYSTEMS, BIRMINGHAM, AL, TO AWARD BID FOR KYOCERA PRINTERS: LASER, DOT MATRIX AND PERIPHAL EQUIPMENT FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119-16  
REFERENCE MUNIS BID # N/A

5. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM TSA, INC, HOOVER, AL. TO AWARD BID FOR HEWLETT PACKARD PRINTERS: LASER, DOT MATRIX AND PERIPHAL EQUIPMENT FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119-16  
REFERNCE MUNIS BID # N/A

6. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM DELL MARKETING, L.P., ROUND ROCK, TX, TO AWARD BID FOR DELL PRINTERS: LASER, DOT MATRIX AND PERIPHAL EQUIPMENT FOR THE PERIOD OF 10/01/16 – 09/30/17. TO BE PURCHASED ON AN SAS NEEDED BASIS.

REFERENCE BID # 119-16  
REFERENCE MUNIS BID # N/A

7. RECOMMENDED FOR TAX COLLECTOR FROM ADVANCE ALABAMA MEDIA LLC, BIRMINGHAM, AL, TO PAY INVOICES FOR THE BIRMINGHAM NEWS-LEGAL PERSONAL PROPERTY INSOLVENT AD JULY 20-27, 2016.

REFERENCE PO # 1608759  
REFERNCE BID # N/A

TOTAL: \$ 18, 802.66

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

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SEPT-22-2016-804

ADDENDUM ITEM NO. 1

RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM MORRIS & DICKSON, SHREVEPORT, LA, TO COVER INVOICE PRE PAY FOR OCTOBER 2016 FOR PHARMACEUTICAL SUPPLIES (DRUGS).

MUNIS PURCHASE ORDER # 1609083  
TOTAL  
REFERENCE BID # 116-16

\$249,561.82

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

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SEPT-22-2016-805

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILES BY THE PURCHASING DIVISION FOR THE WEEK OF 8/26/16 – 9/01/16, AND 9/02/16 -9/8/16, BE AND HEREBY IS APPROVED.

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

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SEPT-22-2016-806

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission does hereby ratify Regions Bank credit card statement with a closing date of August 30, 2016.

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

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SEPT-22-2016-807

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Jeff Martin Auctioneers, Inc. to provide auctioneer services on an as needed basis for the Jefferson County Commission.

STATE OF ALABAMA)  
NO. 00006412      JEFFERSON COUNTY)  
RFP 86-14

CONTRACT

AMENDMENT #2 TO CONTRACT  
"AUCTIONEER SERVICES"

This is Amendment IF to the Contract by and between Jefferson County, Alabama, "the County" and Jeff Martin Auctioneers, Inc. hereinafter referred to as "the Contractor" is hereby effective on August 28, 2016.

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 effective August 28, 2016.

The contract between the parties which was approved by the Jefferson County Commission on August 28, 2014, and recorded in Minute Book 166; Page(s) 598-601, is hereby amended as follows:

Extend the completion date of this Contract from August 28, 2016 to August 28, 2017.

All terms and conditions to remain the same.

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

Authorized Representative for Contractor  
Jeff Martin Auctioneer, Inc.

JEFFERSON COUNTY, ALABAMA:  
Jimmie Stephens, President  
Jefferson County Commission

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

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**STAFF DEVELOPMENT**

**MULTIPLE STAFF DEVELOPMENT**

**Community and Economic Development**

Frederick Hamilton	3,176.18
Keith Strother	2,728.34
National Association of Job Training Assistance Hawaii, HI – October 10-14, 2016	

**General Services**

Steven Cockrell	695.00
Rex Henderson	695.00
NICET Certification Examination Birmingham, AL – November 15-16, 2016	

**INDIVIDUAL STAFF DEVELOPMENT**

**Commission District 1**

George Bowman	1,554.56
ACCA Conference Orange Beach, AL – August 15-18, 2016	

**Community and Economic Development**

Frederick Hamilton	2,625.06
IEDC 2016 Annual Conference Cleveland, OH – September 23-27, 2016	

**County Attorney**

Allison Nichols-Gault	329.00
CLE Seminar Hoover, AL – October 21, 2016	

**General Services**

Jeffrey Calvert	199.00
How to Write Clear and Concise Policies Birmingham, AL – September 20, 2016	

**FOR INFORMATION ONLY**

**Emergency Management Agency**

James Coker	1,195.33
Jody Hodge	2,135.07
64 <sup>th</sup> Annual IAEM Conference	

Savannah, GA – October 14-20, 2016

Horace Walker 916.72  
ICS Train the Trainer  
Emmitsburg, MD – October 2-7, 2016

**Sheriff**

Richard Reid 1,578.35  
Byron DeRamus 1,578.35  
Drug Unit Commanders Course  
Jacksonville, FL – October 23-18, 2016

Amy Harner 1,962.96  
Lynneice Allums 1,959.84  
Cathy Cargle 1,983.07  
Kris Simmons 1,959.84  
Managing Risk with Objective Jail Classification  
Portland, OR – October 16-20, 2016

Seth Mitchell\* 250.00  
Chad King\* 250.00  
Timothy Pugh\* 250.00  
Christopher Godber 250.00  
Charles Overton 250.00  
Lisa Bartels 250.00  
Field Training Officer  
Birmingham, AL - \*September 12-16, 2016 – September 19-23, 2016

Jeannie Miller 525.00  
5 Day Death & Homicide Investigation Training Seminar  
Birmingham, AL – Septemeber 12-16, 2016

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

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SEPT-22-2016-808

**Budget Transactions**

Roads & Transportation \$137,108.70

Increase revenue and expenditures to record Auction Proceeds. Add a purchasing memorandum to purchase one (1) surveying equipment, six (6) mower attachments, two (2) tire machines, and one (1) tire balancer.

No additional funds required.

**Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that the above Budget Transaction(s) be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.**

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

SEPT-22-2016-809

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.

ADDENDUM NO. 2

RECOMMENDED FOR FLEET MANAGEMENT FROM KENWORTH OF BIRMINGHAM, FOR THE PURCHASE OF TWO (2) 2017 T370 CONVENTIONAL CAB SINGLE AXLE CHASSIS; TWO (2) 2016 RSS-1635H-2 HERBICIDE SPRAYER BODY.

MUNIS PURCHASE ORDER # 1609202 \$300,650.72 TOTAL  
REFERENCE BID # NJPA BID#102811

2. RECOMMENDED FOR FLEET MANAGEMENT FROM KENWORTH OF BIRMINGHAM, FOR THE PURCHASE OF TWO (2) 2017 T370 CONVENTIONAL CAB SINGLE AXLE CHASSIS; TWO (2) 2016 2000 GALLON FUEL TANKER BODY.

MUNIS PURCHASE ORDER # 1609203 \$333,504.00 TOTAL  
REFERENCE BID # NJPA BID#102811

3. RECOMMENDED FOR INFORMATION TECHNOLOGY FROM PROSYS INFORMATION SYSTEMS, CHICAGO, IL FOR BLUECOAT MAINTENANCE.



MUNIS PURCHASE ORDER # 1609229  
REFERENCE BID # STATE OF ALABAMA CONTRACT T630

\$191,322.00 TOTAL

**Motion was made by Commissioner George Bowman and seconded by Commissioner Sandra Little Brown that the above Purchasing Report Addendum No. 2, be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.**

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SEPT-22-2016-810

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.

ADDENDUM NO. 3

1. RECOMMENDED FOR COMMISSION PRESIDENT SIGNATURE FOR COUNTY COMMISSION DEPARTMENTS FROM WASTE SERVICES OF ALABAMA, LLC, CLEVELAND, TN., TO SERVICE JEFFERSON COUNTY FACILITIES INCLUDING BUT NOT LIMITED TO COOPER GREEN MERCY HEALTH SERVICES, SHERIFF'S DEPARTMENT, ROADS AND TRANSPORTATION AND ENVIRONMENTAL SERVICES FOR WASTE COLLECTION SERVICES FOR THE PERIOD OF 10/01/16 – 9/30/19.

CONTRACT NO.	CON-00008773
CONTRACT TERM:	10/01/16 – 9/30/19
ORIGINAL BUDGET:	UNKNOWN: MULTIPLE DEPTS
CURRENT REMAINING BUDGET:	UNKNOWN: MULTIPLE DEPTS
REQUESTED AMOUNT:	ESTIMATED \$200,000.00 (FY17)
REMAINING BUDGET AFTER REQUESTED AMOUNT:	UNKNOWN: MULTIPLE DEPTS
30 DAY CANCELLATION:	YES

REFERENCE BID: 16023/58-16

**Motion was made by Commissioner George Bowman and seconded by Commissioner Sandra Little Brown that the above Purchasing Report Addendum No. 3, be approved. Voting "Aye" George Bowman, Sandra Little Brown, Joe Knight and Jimmie Stephens.**

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Sept-22-2016-811

WHEREAS, the Jefferson County Commission has a contract in place for the disposal of solid waste with Advanced Disposal Services; and

WHEREAS, said contract between the Jefferson County Commission and Advanced Disposal Services will expire on September 30, 2016; and

WHEREAS, through the competitive bid process the successful vendor to provide solid waste services for Jefferson County is Waste Services of Alabama, and the contract between Jefferson County and Waste Services of Alabama is at the Personnel Board pending review and approval ; and

WHEREAS, the failure to have provisions for disposal of solid waste at County facilities would threaten the health, safety, convenience and welfare of the community.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY

COMMISSION that the Commission President is authorized to execute the contract between Jefferson County Commission and Waste Services of Alabama. The effective date of said contract will be October 1, 2016.

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

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SEPT-22-2016-812

WHEREAS, Jefferson County has an existing Agreement with Tata America International Corporation to provide software maintenance and support services for the Revenue Management System "Tax Mantra"; and

WHEREAS, Jefferson County desires to exercise its option to extend the software

maintenance and support services for the twelve month period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, Tata America International Corporation desires to provide continued software maintenance and support services in accordance with the terms of the initial Agreement;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the optional one year extension with Tate America International Corporation to provide software maintenance and support services for the County's Revenue Management System "Tax Mantra: is hereby approved.

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

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SEPT-22-2016-813

BE IT RESOLVED BY THE JEFFERSON CUONTY COMMISSION that the Commission, District 1 annual salary for the position of Appointed Confidential Secretary County Commission (classification #094601) be set at \$75,000.00 effective October 1, 2016; and that the Commission District 1 salary for the position of Appointed Administrative Assistant County Commission (classification #094628) be set at \$80,000.00 effective October 1, 2016.

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

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SEPT-22-2016-814

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission District 1 Appointed Administrative Secretary (classification #094602) be changed from part-time to full-time hourly not to exceed 600 dollars per week effective October 1, 2016.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, October 6, 2016.

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President

ATTEST:

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Minute Clerk