

STATE OF ALABAMA)

JEFFERSON COUNTY) July 14, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:09 a.m., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of June 23, 2016, and June 29, 2016, be approved. Voting “Aye” Brown, Carrington, Knight and Stephens.

The Commission met in Work Session on July 12, 2016, and approved the following items to be placed on the July 14, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 - 14.
 - Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 - 13.
 - Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 - 10.
 - Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 - 5.
 - Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 - 42.
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A Public Hearing was held to receive comments on the liquor application submitted by Tracy Nolan Smelcer, manager/applicant, d/b/a Dollar General Store #16437. There being no comments, the Commission took the following action.

July-14-2016-514

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Tracy Nolan Smelcer, manager/applicant, d/b/a Dollar General Store #16437, requesting approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 31-16-1-000-006.000 in Sec 16, Twp 18, Range 5W. Zoned C-1 (Commercial) (Site Location: 6607 Warrior River Road, Bessemer, 35023) (CONCORD).

Is hereby approved.

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

A Public Hearing was held to receive comments on the liquor application submitted by Tracy Nolan Smelcer, manager/applicant, d/b/a Dollar General Store #16897. There being no comments, the Commission took the following action.

July-14-2016-515

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Tracy Nolan Smelcer, manager/applicant, d/b/a Dollar General Store #16897, requesting approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 37-11-3-000-001.020 Sec 11, Twp 19, Range 5W. Zoned C-1 (Commercial) (Site Location: 5851 Johns Road, Hueytown, 35023) (VIRGINIA MINES).

Is hereby approved.

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

Jul-14-2016-516

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

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2016-015, James Blackston, owner requesting a change of zoning on Parcel ID# 16-32- 0-000-004.000 in Section 32 Twp 16 South Range 5 West from I-3 (Industrial) to A-1 (Agricultural) for a mobile home. (Case Only: 3188 Lacy Road, Quinton, AL 35130)(LABUCO)(8.9 Acres M/L). Is hereby approved.

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

A public hearing was held to receive comments on the adoption of a Resolution and Development Agreement authorizing and approving the use and grant of public funds to assist ServisFirst Bank ("ServisFirst"), under which the County will provide financial incentives to ServisFirst for business development and expansion. There being no comments, the Commission took the following action.

Jul-14-2016-517

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that by the adoption of this Resolution and Development Agreement authorizing and approving the use and grant of public funds to assist ServisFirst Bank ("ServisFirst"), under which the County will provide financial incentives to ServisFirst for business development and expansion. ServisFirst plans to relocate its corporate headquarters and construct an office building located in the City of Homewood, Alabama ("Project Site") which is located within Jefferson County. The Project will involve an anticipated investment from ServisFirst of \$27,000,000 and is expected to result in the creation of 50 new jobs at an average annual salary of \$60,000 within three years. This development and expansion will result in additional sales and use taxes, business license taxes, ad valorem taxes, general fund revenue and other benefits for the County. The public funds to be granted to ServisFirst will consist of a payment by the County of \$40,000 contingent upon ServisFirst meeting expected employment goals as mutually agreed.

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

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

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

Jul-14-2016-518

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and CenterPoint High School to assist in the improvement of their athletic fields in the amount of \$8,000.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$8,000.00; and;

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding CenterPoint High School in their program to improve the athletic fields at CenterPoint High School; and;

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and;

WHEREAS, Commissioner George Bowman has recommended funding of \$8,000.00 to Jefferson County BOE, and the grant of such funds serves a good and sufficient public purpose; and;

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to Jefferson County BOE a lump sum payment of \$8,000.00 upon execution of this agreement.
3. Jefferson County BOE shall use the public funds to assist in funding CenterPoint High School in their program to improve the athletic fields at CenterPoint High School.

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

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

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

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

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

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

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

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

JEFFERSON COUNTY BOARD OF
EDUCATION FOR CENTERPOINT
HIGH SCHOOL

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

Jul-14-2016-519

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 1 to the service agreement with EMD Millipore Corporation.

CONTRACT NO.: 00005244
Contract Amendment I

This non-binding Service Agreement was entered into the 1St day of July, 2015 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services and EMD Millipore (Contractor) for parts and service of the chemistry analyzer's water systems (2 systems) in the lab.

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. 5244. The contract between the parties referenced above was approved by the Commission on June 18, 2015; recorded in MB 168, Page (s) 183.

Amend Term of Contract: Amend the term to July 1, 2016 through June 30, 2017.

Compensation shall not exceed \$6,368.02 for this term (quote attached).

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

Jul-14-2016-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 1 to the agreement with Aletheia House.

CONTRACT NO.: 00008193
Contract Amendment

This is Amendment I to the Contract entered into the 2nd of January, 2016 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and Agreement between Aletheia House, an Alabama non-profit corporation and Jefferson County Alabama to provide medical services to residents of Jefferson County.

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 amendment for the agreement results from Jefferson County's Contract No. 00008193. The contract between the parties referenced above, was approved by the Commission on March 3, 2016; recorded in MB: 169 Page (s) 340-341, and is hereby amended as follows:

Amend the term of the contract to July 1, 2016 through December 31, 2016.

Compensation shall not exceed the original contract amount of \$150,430 for this term.

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

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

Aletheia House
Chris Retan

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

Jul 14-2016-521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an addendum to Lease Agreement # 1305826 between Cooper Green Mercy Health Services and Labsco (CIT Bank, N.A.).

ADDENDUM TO LEASE AGREEMENT # 1305826

This Addendum to Lease Agreement # 1305826 is made a part of that certain Lease Agreement ("Lease") between CIT Bank, N.A., and County of Jefferson dba Cooper Green Mercy Health Services. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Lease. The Parties agree as follows:

1. In Section 1 of the Lease, subsections (v) and (vi) are deleted.
2. In Section 9 of the Lease a new sentence is added at the end of the section which reads:

"Lessor expressly acknowledges and agrees to the additional terms and conditions set forth on Exhibit A, attached hereto, which are incorporated into and made part of the Lease Agreement."

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the dates set forth below.

CIT Bank, N.A.

County of Jefferson dba Cooper Green Mercy Health Services

Exhibit A to Lease A 1305826

1. **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 the same under this contract.

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

3. 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.

4. Assumption of Risk, Hold Harmless Indemnification. Contractor acknowledges that Contractor.

Contractor's agents, and Contractors employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance; or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

5. 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.

6. INSURANCE: Contractor will maintain such insurance as will protect the County from claims under Workmen's Compensation Acts and form claims for damage and/or personal injury, including death, which may arise from operations under this contract.

7. 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 there from.

8. To the extent that the terms of the original Lease, Quote, or any amendments to the Lease contradict this Exhibit A to the Lease, the terms of Exhibit A shall be controlling and binding upon the parties.

State of Alabama)
Jefferson County)
Jefferson County Commission:
Cooper Green Mercy Health Services
James A. Stephens, President

Citi Bank N.A.
Daniel Mahoney

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

Jul-14-2016-522

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Agreement between Evoqua Water Technologies, LLC, and Cooper Green Mercy Health Services to provide annual service.

EVOQUA
Standard Terms
Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), Referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case maybe ("Setter's Documentation"). Whether these terms are Included In an offer or an acceptance by Seller,

such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different in any terms of Buyer's forms or documents.

2. Payment.

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, Insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 % interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) Credit Approval --All orders are subject to credit approval by Seller. The amount of credit terms of payment maybe changed or credit withdrawn by Seller at any time for any reason without advance notification, Seller may also, at Its discretion, withhold further manufacture or shipment; require Immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) Back Charges - Field work which may result In back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that maybe charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Setter's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating. Etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) Incurred by Buyer or Buyer's customer If Seller falls to meet the specified delivery schedule.

4. Ownership Materials, All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or Information prepared or disclosed by Seller, and all related Intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. Changes. Seller shall not implement any changes in the scope of work described In Seller's Documentation nor shall Seller acceptor be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. Excusable Delay/force Majeure Event

(1) "Excusable Delay" shall mean delays caused by: (I) Buyer-directed changes; (II) other actions or omissions of Buyer, Buyer's agents or representatives, Including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) "Force Majeure Event" shall mean events or circumstances that: (i) are beyond the affected party's control; (II) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (IV) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, Insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or Its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

(a) Force Majeure: Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event

(b) Schedule Modification: If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.

(c) Pricing Modification: If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) to an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then to the amount of the cost actually and reasonably incurred, and properly documented.

(d) Right to Terminate for Force Majeure: If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

7. Warranty

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that the Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's Instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity: Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or (in connection with the sale or transfer of the Seller's business) and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Suspension. In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Termination.

(a) For Convenience: Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable markup for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, including the termination cost.

(b) Either party may terminate this agreement, upon Issuance of a written notice of such breach and a thirty (30) day cure parted, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (24) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the garburators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for alt costs, expenses and charges, including without limitation reasonable attorneys' fool, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall 6e English.

13. Exhort Compliance. Buyer acknowledges that Seller is required to comply with applicable export taxes and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE Oft OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. Notice. All notices required hereunder shall be In writing and shall 6e deemed properly served if delivered in person or if sent by registered or certified matt, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order It. All notices shall be deemed received on the date of delivery, or attempted delivery, it delivered in person, or if matted, on the dale which is two (2) days after the date such notice _s deposited to the mail. Electronic mail is also acceptable provided chat "read receipts" are documented.

16. Miscellaneous. These terms, together with any quotation, purchase order or acknowledgement Issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained to Buyer's documents, unless separately signed by Seller. No part of the Agreement maybe changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additions clauses as specifically listed in 52.244-6, Subcontracts for commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make B enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to ifs conflict of law provisions. Both Buyer and seller reject the applicability of the United Nations Convention on Contracts for the International sales of goods to the relationship between the parties and to all transactions arising from said relationship.

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

Jul-14-2016-523

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 2 to the agreement between Cooper Green Mercy Health Services and AIDS Alabama/Enroll Alabama

CONTRACT NO.: 00006484
Contract Amendment

This Amendment 11 to the Contract entered into the 14th day of September, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and AIDS Alabama/Enroll Alabama, hereinafter referred to as "Tenant" to license Tenant an office located on the first floor near the waiting room area of Cooper Green Mercy Health Services building.

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 amendment for the leasing agreement results from Jefferson County's Contract No. 00006484. Amendment I between the parties referenced above, was approved by the Commission on August 13, 2015; recorded in MB: 168 Page (342), and is hereby amended as follows:

Amend the term of the contract to September 15, 2016 through September 14, 2017.

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

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

AIDS ALABAMA/ENROLL ALABAMA

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

Jul-14-2016-524

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a Professional Services Agreement with BBG&S Engineering Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into on June 6, 2016, by and between Jefferson County Commission, hereinafter called "the County, and BBG&S Engineering Consultants, Inc. located at 200 Riverhills Business Park, Suite 235, and Birmingham, AL 35242, hereinafter called "the Engineer."

WHEREAS, the County desires to contract for Professional Engineering Services;

WHEREAS, the Engineer desires to furnish said services to the Jefferson County General Services Department;

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

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

SCOPE OF SERVICES: 1. Investigate the options for replacement or repair of the heating hot water and chilled water system piping. 2. Develop plans and AIA specifications and all required construction bid documents as need to successfully replace and/or repair system, including but not limited to providing a construction budget estimate, evaluation of contractor pre-qualifications, develop project advertisement, conduct pre-bid meeting, conduct bid opening, bid evaluation, bid tabulation, develop owner contractor agreement, notice to proceed, contractor submittal reviews, project progress meetings, progress reporting minutes and project closeout document reviews.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 24 months beginning June 6, 2016 through June 5, 2018 or completion of the specified project.

COMPENSATION: Furnish engineering services an hourly basis at rates listed per attachment "A" with an estimated project cost twenty three thousand dollars (\$23,000). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing and reprographic services, travel, delivery, courier and shipping services, CADD plots and any miscellaneous in-house and outside expenses incurred while providing said services. Reimbursable expenses are in addition to the estimated fee amount and will be billed on a monthly basis at a rate of (x1.0) times cost. Sub-Consultants fees shall be billed at a rate of (x1.1) times invoiced amount.

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: BBG&S Engineering Consultants, Inc.
Attention; Mr. Lawrence J. Bowness, PE
200 Riverhills Business Park, Suite 235
Birmingham, Alabama 35242

Copy to: Jefferson County Commission
General Services Department
Director of General Services
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

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

Jefferson County, Alabama
Engineer

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

Jul-14-2016-525

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

Municipal Elections Services Agreements with the following municipalities:

- | | |
|---------------------------|-------------|
| A. City of Homewood | \$10,100.00 |
| B. City of Brookside | \$1,142.00 |
| C. City of Pleasant Grove | \$2,274.00 |

All are revenue generating agreements.

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

Jul-14-2016-526

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an extension to the period of the Listing Agreement with Cushman & Wakefield/EGS for real estate brokerage services through July 31, 2017.

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

Jul-14-2016-527

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution to ratify the termination for convenience notice of the lease agreement with the Jefferson County Board of Education is hereby approved and termination effective August 1, 2016.

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

Jul-14-2016-528

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No 1 to the Integrated Tax System Services Contract with E-Ring.com, Inc. (Tax Assessor)

CONTRACT NO. 00001555
RFP # 145-09

**INTEGRATED TAX SYSTEM SERVICES CONTRACT
PROFESSIONAL SERVICES ADDENDUM**

THIS PROFESSIONAL SERVICES ADDENDUM (this "Addendum") is entered into this 13th day of May, 2016 by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 (the "Agreement"), which was approved by the County on September 28, 2010, at M.B. 160, Pg. 487;

WHEREAS, the Agreement was amended pursuant to Amendment to Contract dated as of January 28, 2011, and approved by the County on February 8, 2011, at M.B. 161, Pg. 260; Addendum dated as of January 24, 2012, and

approved by the County on January 24, 2012, at M.B. 162, Pgs. 536-537; Amendment to Contract dated as of February 3, 2012, and approved by the County on February 14, 2012, at M.B. 162, Pg. 599; and Amendment to Contract dated and approved by the County on May 16, 2013, at M.B. 165, Pg. 25-26.

WHEREAS, the County desires E-Ring to provide certain professional services as specified herein according to the terms hereof and the terms specified in the Agreement and E-Ring is willing to perform such services according to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E-Ring and the County hereby agree as follows:

1. Statement of Work.

1.1 Work to be performed. E-Ring, with assistance and support of the County as described below, agrees to diligently undertake, perform and complete the following project (the "Project") for the County:

See Attachment listed as Tax Assessor changes - Exhibit A

1.2 Project Milestones and/or Completion Date. E-Ring and the County expect that the Project will be completed according to the following schedule:

(a) All items will be completed and loaded to the test machine for acceptance 45 days from the contract date.

1.3 Deliverables and/or Results. All items will be delivered based as custom enhancements to the current software with necessary documentations.

1.4 Acceptance Criteria. The County will be deemed to have accepted the above-specified deliverables and/or final results of the Project and the Project will therefore be deemed completed, when the county tests the enhancements and approves to be loaded to production system. The county will have 10 working days to complete this activity from the date of delivery.

1.5 Project Fees. The fees payable to E-Ring in connection with the Project are: lump sum of Eighteen thousand one hundred twenty-five dollars 18,125 payable upon acceptance. Once paid the deliverables will be loaded to production machine. Any such costs in excess of \$18,125 shall be pre-approved by the County.

2. Payment Terms. In exchange for E-Ring's completion of the Project, or each phase of the Project (if and as applicable), the County shall pay to E-Ring the applicable fees and reimbursable costs indicated above, with each said amount being due in full within thirty (30) days the date of invoice. If the County shall dispute any amount invoiced by E-Ring, it shall notify E-Ring in writing within fourteen (14) days after receipt of the relevant invoice and shall make payment of any amounts not in dispute as shown above. The County shall, upon resolution of any disputed amount invoiced by E-Ring, promptly make payment to E-Ring for the agreed amount.

3. Maintenance and Support. In consideration for the County's payment to E-Ring of the following maintenance and support fees, E-Ring shall provide Maintenance and Support Services for such deliverables according to the terms and conditions of the "Maintenance and Support Services Agreement," as amended, that is attached to and incorporated in the Agreement.

4. County Assistance. For the :role purpose of facilitating E-Ring's completion of the Project, the County shall provide E-Ring with access to any software, data, systems, facilities and personnel as reasonable requested and required by ERing. The County understands and acknowledges that its delay in providing access to such resources will impact E-Ring's ability to complete the Project according to the schedule specified herein.

5. Licensed Software and Documentation. Any software and documentation included in the deliverables provided by E-Ring hereunder shall be included in the definitions of "Software" and "Documentation," as applicable, as stated in the Agreement and shall thus be owned by E-Ring and licensed to the County according to the terms and conditions of the Agreement.

6. Non-Restrictive Relationship. Nothing in this Addendum or the Agreement will be construed to preclude E-Ring from independently developing, acquiring or obtaining technology or performing technology development services or other services to or for any third party, whether or not such technology and/or services may be the same as or similar to the technology anchor services to be provided by E-icing hereunder,

7. Termination. The County may at any time, with or without cause and at its convenience, terminate this Addendum by providing R-Ring with thirty (30) days advance written notice of termination. In the event of a termination under this Section &, the County shall pay to -Ring a portion of the project fires which bears the same ratio to the total project fees that the approved work at the time of termination bears to the completed Project, less any amounts already paid to E-Ring, and shall reimburse E-Ring for all approved costs and expenses incurred by E-Ring prior to the termination date.

8. Effect of This Addendum. This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by E-Ring under this Addendum, to the extent applicable, to the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof. Execution of the Addendum satisfies the Parties obligations pursuant to Sections 13.1 (Service Requests), 13.2 (Price Quotes) and 13.3 (Acceptance of Price Quotes) of the Maintenance and Support Services Agreement for purposes of the subject matter hereof Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Parties. This Addendum may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties. All other terms and conditions of the original and amended contracts remain the same. IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duty authorized representative.

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

E-Ring, Inc.
Raj Radhakrishnan, CEO

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

Jul-14-2016-529

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 1 to the Integrated Tax System Services Contract with e-Ring.com, Inc. (Tax Collector) CONTRACT NO. 00001555 RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT
PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM (this "Addendum") is entered into this 13th day of May, 2016 by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 (the "Agreement"), which was approved by the County on September 28, 2010, at M.B. 160, Pg. 487;

WHEREAS, the Agreement was amended pursuant to Amendment to Contract dated as of January 28, 2011, and approved by the County on February 8, 2011, at M.B. 161, Pg. 260; Addendum dated as of January 24, 2012, and approved by the County on January 24, 2012, at M.B. 162, Pgs. 536-537; Amendment to Contract dated as of February 3, 2012, and approved by the County on February 14, 2012, at M.B. 162, Pg. 599; and Amendment to Contract dated and approved by the County on May 16, 2013, at M.B. 165, Pg. 25-26.

WHEREAS, the County desires E-Ring to provide certain professional services as specified herein according to the terms hereof and the terms specified in the Agreement and E-Ring is willing to perform such services according to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E-Ring and the County hereby agree as follows:

1. Statement of Work.

1.1 Work to be performed. E-Ring, with assistance and support of the County as described below, agrees to diligently undertake, perform and complete the following project (the "Project") for the County:

See Attachment listed as Tax Collector changes - Exhibit A

1.2 Project Milestones and/or Completion Date. E-Ring and the County expect that the Project will be completed according to the following schedule:

(a) All items will be completed and loaded to the test machine for acceptance 45 days from the contract date.

1.3 Deliverables and/or Results. All items will be delivered based as custom enhancements to the current software with necessary documentations.

1.4 Acceptance Criteria. The County will be deemed to have accepted the above-specified deliverables and/or final results of the Project and the Project will therefore be deemed completed, when the county tests the enhancements and approves to be loaded to production system. The county will have 10 working days to complete this activity from the date of delivery.

1.5 Project Fees. The fees payable to E-Ring in connection with the Project are: lump sum of thirty six thousand Two hundred fifty dollars 36,250 payable upon acceptance. Once paid the deliverables will be loaded to production machine. Any such costs in excess of \$36,250 shall be pre-approved by the County.

2. Payment Terms. In exchange for E-Ring's completion of the Project, or each phase of the Project (if and a applicable), the County shall pay to E-Ring the applicable fees and reimbursable costs indicated above, with each said amount being due in full within thirty (30) days the date of invoice. If the County shall dispute any amount invoiced by

E-Ring, it shall notify E-Ring in writing within fourteen (14) days after receipt of the relevant invoice and shall make payment of any amounts not in dispute as shown above. The County shall, upon resolution of any disputed amount invoiced by E-Ring, promptly make payment to E-Ring for the agreed amount.

3. Maintenance and Support. In consideration for the County's payment to E-Ring of the following maintenance and support fees, E-Ring shall provide Maintenance and Support Services for such deliverables according to the terms and conditions of the "Maintenance and Support Services Agreement," as amended, that is attached to and incorporated in the Agreement.

4. County Assistance. For the sole purpose of facilitating E-Ring's completion of the Project, the County shall provide E-Ring with access to any software data, systems, facilities and personnel as reasonable requested and required by E-Ring. The County understands and acknowledges that its delay in providing access to such resources will impact E-Ring's ability to complete the Project according to the schedule specified herein.

5. Licensed Software and Documentation. Any software and documentation included in the deliverables provided by E-Ring hereunder shall be included in the definitions of "Software" and "Documentation," as applicable, as stated in the Agreement and shall thus be owned by E-Ring and licensed to the County according to the terms and conditions of the Agreement.

6. Non-Restrictive Relationship. Nothing in this Addendum or the Agreement will be construed to preclude F-Ring from independently developing, acquiring or obtaining technology or performing technology development services or other services to or for any third party, whether or not such technology and/or services may be the same as or similar to the technology and/or services to be provided by E-Ring hereunder,

7. Termination. The County may at any time, with or without cause and at its convenience, terminate this Addendum by providing E-Ring with thirty (30) days advance written notice of termination. In the event of a termination under this Section 8 the County shall pay to E-Ring a portion of the project fees which bears the same ratio to the total project fees that the approved work at the time of termination bears to the completed Project, less any amounts already paid to E-Ring, and shall reimburse E-Ring for all approved costs and expenses incurred by E-Ring prior to the termination date.

8. Effect of This Addendum. This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by E-Ring under this Addendum, to the extent applicable. In the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof. Execution of the Addendum satisfies the Parties obligations pursuant to Sections 13.1 (Service Requests), 13.2 (Price Quotes) and 13.3 (Acceptance of Price Quotes) of the Maintenance and Support Services Agreement for purposes of the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Parties. This Addendum may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties. All other terms and conditions of the original and amended contracts 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.

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

E-Ring, Inc.
Raj Radhakrishnan, CEO

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

Jul-14-2016-530

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and RESPECT Organization to assist in funding the Back to School Rally and Golf Tournament in the amount of \$3,300.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, RESPECT Organization ("RESPECT"), applied for a grant of funds for \$3,300.00; and

WHEREAS, RESPECT is a 501(c), (3) organization which seeks funding in the amount of \$2,500.00 for its Back to School Rally event, which offers book bags with school supplies, food, rides, giveaways and entertainment; and seek funding in the amount of \$800.00 for its First Annual RESPECT Guarding Angels Golf Tournament which will be used for projects to motivate and inspire our youth to excel in education.

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$3,300.00 to RESPECT, and the grant of such funds serves a good and sufficient public purpose; and

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

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to RESPECT a lump sum payment of \$3,300.00 upon execution of this agreement.
3. RESPECT shall use the public funds to assist in funding its back to School Rally event and Guarding Angels Golf Tournament which offers book bags with school supplies, food, rides, giveaways, entertainment and projects to motivate and inspire our youth to excel in education. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. RESPECT shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. RESPECT shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by RESPECT for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The RESPECT representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The RESPECT representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that neither RESPECT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with

any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

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

RESPECT

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

Jul-14-2016-531

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County and Benalytics Consulting Group, LLLC to provide Broker of Record Services for the period July 1, 2016 through June 30, 2017 in the amount of \$70,000.00.

CONTRACT NO. 00008630
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 8th day of July by and between Jefferson County, Alabama, hereinafter called "the County", and Benalytics Consulting Group, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be July 14, 2016.

WHEREAS, the County desires to contract for Broker of Record Services - Benefits for the Human Resources Department, hereinafter called "Human Resources"; and

WHEREAS, the Contractor desires to furnish said professional 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. 71-16 Broker of Record Services - Benefits dated May 13, 2016, the terms of which are included herein by reference. The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement of insurance in the best interests of Jefferson County Commission, The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations with participation of the Receiver and/or Director of Human Resources or his designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the Receiver and/or Director of Human Resources or his designee for approval; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverages issues, assisting in collection of losses, reporting value, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner, schedule quarterly meetings with the Receiver and/or Director of Human Resources or his designee, to discuss loss

control issues, exposure changes, and general administrative matters; provide monthly cost reports for excess health, dental and vision claims including fixed costs, gross premiums and paid claims, pooling charges and Incurred But Not Reported (BNR) reserve; with participation of the Receiver and/or Director of Human Resources or his designee, obtain initial premium renewals and negotiate renewal rates -seek and analyze premium rates with comparable benefit providers, giving preference to the local markets if they are in the best interest of the County; provide updates on excess health, dental and vision insurance markets, legislative issues and cost trends; provide assistance in developing strategy cost containment and analyze annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service of day-to-day contact on insurance matters, assist the County in developing insurance requirements for the various contracts (design, construction, and services) and in reviewing insurance policies, contracts, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendation for broker services recommended for the subsequent year); provide other services that are normally and customarily required of an insurance broker for County government. Insurance shall include but are not limited to excess health, excess worker's compensation, basic life insurance, basic accidental death & dismemberment, voluntary life, voluntary accidental death & dismemberment, voluntary dental and vision, and bonds.

The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner a wide range of services related to the administrative and placement of employee benefits to include but not limited to design, implementation, and bidding process of medical, dental, vision, wellness, life, disability, long-term care and other voluntary benefits including but not limited to the following: coordinate, administer and assist with all facets of Annual Open Enrollment (OE), assist with efficient Online Benefits Enrollment System, provide and assist with Compliance regarding relevant federal and state laws including but not limited to HIPAA, ACA, etc., assist with COBRA/HIPAA administration audits, assist in developing communication materials and tools for conducting dependent verification audits as well as improvements for communications specific to the needs of County employees and retirees, and any other services that are normally and customarily required of an insurance broker for County and Municipal government.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of this Contract is for one (1) year and shall commence from July 14, 2016 through July 13, 2017. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services to the County per the brokerage fees indicated by the Contractor in response to the Request for Proposal No. 71-16 Broker of Record Services - Benefits of \$70,000.00 for the first year. All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment all original invoices must be sent to:

Jefferson County Human Resources
Attn: Lorren Oliver, HR Receiver
716 Richard Arrington Jr. Blvd. North
Suite A610
Birmingham, Alabama 35203

If the Contractor is compensated for services to the County per additional brokerage fees received from insurance companies selected to provide insurance benefits and coverage to the County, the Contractor agrees to disclose the terms and amounts of the fees received for all brokerage services for contracts entered into by the County.

5. **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.

6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made

known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

7. **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.

8. **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.

9. **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.

10. **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.

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

12. **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.

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 address 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 Human Resources
HR Receiver
716 Richard Arrington Jr. Blvd. North
Suite A610
Birmingham, AL 35203

Copy to: Jefferson County Purchasing Division
Purchasing Agent

716 Richard Arrington Jr. Blvd. North
Suite A830
Birmingham, AL 35203

Copy to: Alfred F. Smith, Jr.
Bainbridge, Mims, Rogers & Smith, LLP
Post Office Box 530886
Birmingham, AL 35253

Copy to: Jefferson County
County Attorney
716 Richard Arrington Jr. Blvd. North
Suite A280
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/contract execution date. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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.

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

18. **TIME OF ESSENCE:** The County and Contractor expressly agree that the time for performance is of the essence.

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.

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

Tax Identification No.: 56-2523265

JEFFERSON COUNTY, ALABAMA:
James A. Stephens, President

Authorized Representative for Contract
(Benalytics Consulting Group, LLC)

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

Jul-14-2016-532

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Office of Senior Citizens Services and ADSS to accept the Title III C-2 Nutrition funds under the revised award number three dated May 25, 2016 for an amount of \$45,093.00 allocated to the C-2 Buskey Funds. The new total Title III NGA for the period of October 1, 2015, to September 30, 2016 is \$2,064,947.

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

Jul-14-2016-533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Agreement with United Way of Central Alabama for the purpose of specifying the terms of the Meals on Wheels Food Delivery Program in the amount of \$249,800.00.

JEFFERSON COUNTY CONTRACTOR ON AGING CONTRACT

This Contract is entered into this 14th day of July, 2016 between Jefferson County, Alabama by and through the Human-Community Services and Economic Development Senior Services Department, hereinafter referred to as the "County," and Community Partnership of Alabama, Inc., an affiliate of the United Way of Central Alabama, Inc., hereinafter referred to as the "Contractor."

Whereas, the County provides nutritional meals to the homebound senior citizens within Jefferson County; and

Whereas, the vendor contracted to perform these services for the County has unexpectedly terminated their contract with the County; and

Whereas, the County has resolved that the termination of these services has created a public health and convenience emergency which necessitates that the County immediately enter into a temporary emergency contract to ensure that homebound senior citizens continue to receive necessary nutritional meals; and

Whereas, Contractor has agreed to enter into a short-term contract with the County to provide meal delivery services pursuant to Title III of the Older Americans Act {"Meals on Wheels"}.

Therefore, the County and Contractor agree to the Scope of Services and General Agreements set forth below:

1. SCOPE OF SERVICES

The Contractor agrees to provide the delivery of meals to homebound residents in Jefferson County under the oversight of the Office of Senior Citizens Services in accordance with the requirements for meals specified in Attachment A. Priority shall be given to serving those considered to be in the greatest need, specifically those with low incomes, minority individuals, or those living in rural areas in

Jefferson County. The Contractor will provide meal delivery, collect contributions, distribute nutritional education information, and recruit volunteers as needed.

2. GENERAL AGREEMENTS

In order to assist the Contractor in fulfilling the requirements of this contract, the County or its contractor will provide the meals to be delivered.

The Contractor agrees to reimburse the County for ineligible meals at the ADSS price per meal in place at the time meals are deemed ineligible. A meal becomes ineligible when it is not served at the senior center to a person 60 years of age or older or the spouse of a person 60 years of age or older or to a client otherwise eligible under applicable program requirements. Contributions received may not be used to reimburse the County for ineligible meals nor any federal funds found in this contract.

Using the Weekly Meal Report as verification of the delivery of meals, all meals recorded as ineligible will be invoiced to the Contractor on a monthly basis. Payment should be made to:

Jefferson County Human-Community Services and Economic Development Senior Services Department Attn: Senior Finance Accountant/Finance Department Cooper Green Mercy Health Services Bldg. 1515 6th Avenue South, Suite 6 Birmingham, AL 35233

Holiday Schedule FY 2015-2016

No meals are scheduled to be delivered on the days listed below due to holidays taken by the state food vendor, but the County and Contractor shall coordinate in advance of holidays regarding the availability and delivery of shelf stable meals over holidays to avoid the interruption of service whenever possible.

November 11 Veterans Day (observed)

November 26-27 Thanksgiving Holiday

December 24-31 Christmas Holiday

January 1 2016 New Year's Day

January 18 ML King Day

March 25 Good Friday

May 30' Memorial Day

July 4 Independence Day

September 5 Labor Day

3. TERM

The term of this contract is February 29, 2016 through September 30, 2016.

4. CONTRIBUTIONS

The Contractor shall provide a voluntary opportunity for participants to anonymously and confidentially contribute to support the Elderly Nutrition Program. All contributions will be utilized to expand the service for which the contribution was made. Contractor shall maintain records and account to the County for all contributions or donations, which shall include noting on invoices to the County the amount of contributions, if any, retained by Contractor to offset expenses related to the services provided or performed by Contractor.

5. COMPENSATION

Payment of funds will be made on actual expenses. It is expressly understood and agreed that in no event will total compensation and reimbursement paid under this contract exceed \$000.00} for the term.

6. USE OF VEHICLES

The County agrees to allow Contractor to use the vehicles designated by the Office of Senior Citizen Services for homebound nutritional meal delivery.' The parties agree that the County will maintain insurance on the vehicles and Contractor will maintain insurance on their employed drivers.

If Contractor is unable, after diligent good faith effort, to procure insurance for drivers primarily driving vehicles owned and maintained by the County, but which insurance would be available if drivers were primarily driving vehicles owned or leased by Contractor, then County and Contractor will work together to establish an alternative arrangement, which may include transferring ownership of or leasing certain vehicles to Contractor or Contractor procuring alternative vehicles.

1 A list of the vehicles is attached to this agreement as Exhibit 1.

AND RECORDS

A. The Contractor shall maintain records and report to the County by the 5" business day of the next month the following:

- i. AIMS Enrollment Forms for all new client(s)
- ii. Total units of meals served and recorded on AIMS Log.
- iii. Weekly ticket reports

B. The Contractor shall provide records and documentation necessary to submit a quarterly report to the Alabama Department of Senior Services.

C. The Contractor shall ensure that all records and information are kept confidential and shall not be made available to any individual or organization without proper authorization by the participants.

D. The Contractor shall ensure that a record of meals delivered is maintained that accurately reflects the number of eligible meals delivered each day. These daily delivery records are considered legal documents and must be maintained for a minimum of (6) years or longer if required by the ADSS.

E. The Contractor shall submit the AIMS client registration forms and monthly service logs as documentation for the services rendered. All AIMS documentation must reach the County no later than the 51 business day of the following month.

F. The Contractor shall maintain such records and accounts, including property, personnel, payroll, and financial records, as are deemed necessary by the County and the Alabama Department of Senior Services to assure a proper accounting for all project funds, including both federal and nonfederal matching funds expended. These records shall be retained for (6) years. All pertinent case records for clients must also be maintained.

G. At any time during normal business hours, and as often as the County may deem necessary, the Contractor shall make available to the County for examination all of the records pertaining to all matters covered by this Contract. Contractor shall permit the County or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract. Contractor shall further permit the County and the ADSS, including allowing the County to be physically present to monitor Contractor's operations under this Contract. Contractor's failure to allow the County reasonable access to properly maintained records and monitoring of operations shall constitute a breach and default of this contract will be subject to termination.

8. NONDISCRIMINATION CLAUSE

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age disability, or veteran status.

9. CONFIDENTIALITY

Any reports, information, data, etc., given to or prepared, or assembled by the Contractor under the terms of this contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County. The confidentiality clause shall also apply to program participants and no data or information obtained from or about the participants shall be releases without prior written consent of the participants and the County.

MINSURANCE

The Contractor will maintain such insurance as will protect it and the County from claims under Worker's Compensation Acts and from claims for damages and/or personal injury, including death, which may arise from operations under this contract. Contractor must have adequate General and Professional liability insurance of at least \$1,000,000 per occurrence. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama, the Jefferson County Commission, and the Alabama Department of Senior Services as ADDED Additional Insureds, including a thirty (30) day written cancellation notice. Evidence of insurance must be provided to the Purchasing Agent no later than seven (7) days after purchase order date upon request from the County.

11. LIABILITY

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

harmless the County, its elected officials and its employees from claims, suits, actions, damages and costs of every name and description resulting from the performance of Contractor, its agents, subcontractors, volunteers, or employees under this contract. Notwithstanding the foregoing, Contractor makes no representations or warranties about any of the equipment, materials, food, or vehicles provided by the County and used or delivered in the performance of services under this Contract. To the extent permitted by law and not in derogation of any sovereign immunity or other immunity of the County under the law, the County shall indemnify and hold harmless the Contractor, its officers, employees, and volunteers from claims, actions, damages and costs of every name and description related to defects of any kind (e.g., food poisoning, mechanical vehicle failure) in the equipment, materials, food, or vehicles provided by the County.

12. INDEPENDENT CONTRACTOR

The Contractor acknowledges and understands that in the performance of this contract it is an independent contractor and as such, it is obligated for worker's compensation and all applicable federal, state, and local taxes, etc., and that the County will not be obligated for same under this contract. As an independent contractor, employees of the Contractor are not merit system employees of the County.

13. CONFLICT OF INTEREST

The Contractor assures that the integrity and public purpose of services provide under this agreement will be maintained. The Contractor further assures that conflicts of interest including nepotism are not permitted with regard to any activities conducted through this agreement. The Contractor shall have a mechanism in place to detect and to remove any conflicts of interest.

14. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall maintain a plan to bring its operation and program into compliance with requirements of the Americans with Disabilities Act (ADA) and Section 544 of the Rehabilitation Act of 1973. Further, the Contractor shall agree to hold harmless Jefferson County, the Jefferson County Commission and the Alabama Department of Senior Services, its elected officials and employees from any suits, judgements and damages, related to a failure to comply with ADA.

15. DEBARMENT

The Contractor shall certify that to the best of its knowledge and beliefs, it and its principals are not presently debarred, suspended, proposed for department, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

16. TERMINATION OF CONTRACT

A. For Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from ADSS under which this Contract is made is terminated by the ADSS, the County shall thereupon have the right to terminate and specify the effective date thereof.

B. For Convenience: The County or Contractor may terminate this contract at any time, regardless of reason, by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

In the event of termination, all property and finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the County, become the property of the County and the Contractor shall be entitled to compensation for any properly documented reimbursable expenses necessarily incurred in satisfactory performance of the Contract, up to the date of termination. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by Contractor.

17. ACKNOWLEDGEMENT OF SUPPORT

The Contractor shall, in any publication, or media presentations regarding the program, provide the following statement:

"This project was supported, in part, by Jefferson County Human-Community Services and Economic Development Senior Services Department, Jefferson County Commission and the Alabama Department of Senior Services".

18. LICENSURE

The Contractor shall acquire and maintain all licenses required by all applicable laws and regulations to perform the duties as specified in the agreement.

19. LOBBYING

The Contractor or representative of the Contractor certifies, to the best of his or her knowledge and belief, that no Federal, State, or Local appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

20. ASSIGNMENT

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

21. STATEMENT OF COMPLIANCE WITH ALABAMA CODE 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 and 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.

22. 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 amended by written instrument which has been approved by the County and the Contractor. Any such amendment shall be signed by both the County and the Contractor, and will be attached to and made part of this contract. A written request must be made to the County and amended agreement will be executed.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of this 14 day of July, 2016.

United Way of Central Alabama

Jefferson County, Alabama
James A. Stephens, President

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

Jul-14-2016-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement with the Birmingham Water Works Board of the City of Birmingham for the purpose of extending water main lines in connection with Tarrant Water Improvements Project (CD14-03J-M-TWI) in the amount of \$168,200.00 to be paid with Federal Funds.

AGREEMENT
FOR
TARRANT WATER IMPROVEMENTS
(MANN DRIVE AND MANN PLACE)

THIS AGREEMENT made and entered into this 14 day of July, 2016 by and between The Water Works Board of the City of Birmingham (hereinafter called "WATER WORKS BOARD") and JEFFERSON COUNTY COMMISSION (hereinafter called the "DEPOSITOR").

WHEREAS, the DEPOSITOR desires extension of the water main(s) of the WATER WORKS BOARD, in association with the Tarrant Water Improvements project through the use of federal Community Development Block Grant funds, as hereinafter described; and

WHEREAS, the WATER WORKS BOARD has agreed to have such water main(s) extended, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the WATER WORKS BOARD and the DEPOSITOR hereby agree as follows:

WITNESSETH

FIRST: The WATER WORKS BOARD contracts and agrees to lay the water main(s) and appurtenances, the diameter and location of which water main(s) shall be at the option of the WATER WORKS BOARD, as detailed in the design plans and construction documents as developed by the WATER WORKS BOARD, described and located as follows:

Install approximately 820' of 6" DILL pipe in Mann Drive between a connection to the existing 20" water main located in North Pinehill Road and a point in front of 433 Mann Drive.

Install approximately 580' of 4" DILL pipe in Mann Place between a connection to the proposed 6" water main to be located in Mann Drive and a point in front of 2839 Mann Place.

The job site is located in the city limits of Tarrant, Jefferson County, Alabama.

SECOND: This Agreement is conditioned upon the customary cement lined, seal coated ductile iron pipe, and other necessary fittings and valves being available to the WATER WORKS BOARD for the above described installation. It is expressly understood and agreed that if the WATER WORKS BOARD shall be delayed or prevented from installing the water main(s) described because of the failure of the WATER WORKS BOARD to secure the necessary pipe and other necessary construction materials, or for any other causes within its control and such failure or a delay in performance shall extend for a period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel this Agreement on thirty (30) days written notice to the WATER WORKS BOARD and thereafter both parties shall be relieved of all duties and obligations arising hereunder, subject to the other terms and conditions contained in this Agreement, said DEPOSITOR shall be entitled to a refund of the deposit set forth in paragraph THIRD. The right of the DEPOSITOR to cancel and terminate this Agreement shall not be invoked, however, if the WATER WORKS BOARD has received the necessary pipe and construction material and if the DEPOSITOR has made the deposit as hereinafter required; in which event the WATER WORKS BOARD shall have the obligation to prosecute diligently the work of installing the water main(s) hereinabove described until said work is completed. The WATER WORKS BOARD shall have no obligation or liability to the DEPOSITOR arising out of, or in connection with, the failure to install such water main(s) or any delay in installing such water main(s), regardless of whether or not this Agreement is canceled.

THIRD: The DEPOSITOR agrees to deposit with the WATER WORKS BOARD, simultaneously with the execution of this Agreement, the sum of ONE-HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED and no/100 DOLLARS (\$168,200.00) this being the estimated cost as hereinafter described.

FOURTH: Upon the completion of the installation of the water main(s) herein provided to be laid, or as soon thereafter as practicable, the WATER WORKS BOARD will furnish the DEPOSITOR a statement of costs incurred in the installation of such water main(s). The said statement of costs shall show the entire actual cost of the installation of a "water main including labor, materials and overhead costs; cost of rock excavated, paving replaced, sand or other incompressible backfill material installed; boring or tunneling with or without encasement pipe; and/or any charges incurred in lieu thereof." It is further understood and agreed that in the event such actual cost exceeds the amount previously deposited with the WATER WORKS BOARD by the DEPOSITOR, upon the receipt of the statement of costs the difference between the amount of such deposit and such actual cost shall be immediately due and payable, and if such sum is not paid to the WATER WORKS BOARD within sixty (60) days from the day the DEPOSITOR receives said statement of cost, the WATER WORKS BOARD shall have the right to pursue any and all legal remedies to collect any amount due the WATER WORKS BOARD from the DEPOSITOR under the terms of this Agreement, and, in addition to such amount, the DEPOSITOR shall pay to the WATER WORKS BOARD all

costs incurred by the WATER WORKS BOARD in collecting, or attempting to collect, such amount, including, without limitation, court costs and reasonable attorneys' fees.

FIFTH: This project will be funded with federal funds and any change in the amount to be paid to the WATER WORKS BOARD must be done by change order. Any change orders associated with this project must be approved before additional work may proceed.

SIXTH: The water main(s) and appurtenances installed and/or extended hereunder shall be owned by the WATER WORKS BOARD, its successors and assigns.

SEVENTH: If the work is bid, it is agreed that the WATER WORKS BOARD shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the improvements specified at Paragraph FIRST. The bid documents will be reviewed and approved by the DEPOSITOR prior to advertising for bids.

EIGHTH: Contract documents as a result of bids shall include: the notice to bidders, payment and performance bonds, general conditions, special conditions covering federal regulatory requirements, Davis-Bacon requirements and other documents required by the DEPOSITOR. All aforementioned documents in this paragraph shall be submitted and subject to the approval of the DEPOSITOR.

NINTH: This Agreement shall be valid and binding on the WATER WORKS BOARD only when executed by its General Manager, Assistant General Manager, Chairman or a Vice-Chairman.

TENTH: Jefferson County's General Terms and Conditions (Part B) are hereby incorporated as a part of this Agreement.

Executed in triplicate by the parties hereto on the date first above written.

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM WITNESS:

Its: Assistant General Manager

WITNESS: JEFFERSON COUNTY COMMISSION
James A. Stephens, President

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

Jul-14-2016-535

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

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, nonprofit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2015-19 Jefferson County Five-Year Consolidated Plan and Citizens' Participation Plan;

WHEREAS, The Jefferson County Office of Human-Community Services & Economic Development has developed a list of proposed activities for the 2016 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Commission President is hereby authorized to sign the application forms (SF-424) and Certification forms to allow the Jefferson County Office of Human-Community Services & Economic Development to submit the proposed 2016-17 One-Year Action Plan for CDBG, ESG, and HOME programs to the U.S. Department of Housing & Urban Development.

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

Jul-14-2016-536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to approve an EDA/CDBG Revolving Loan Fund (RLF) Loan in the amount of Four Hundred Thirty One Thousand Eight Hundred Fifty Five & 00/100 Dollars (\$431,855) to Benchmark Imports.

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

Jul-14-2016-537

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President authorizes the West Highland Neighborhood Association to add playground equipment to the community park owned by the County, with the use of grant funds from Dr. Pepper/Kaboom. The President also authorizes soil samples to be collected to fulfill grant requirements provided by Kaboom.

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

Jul-14-2016-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges receipt of the following agreements from the Personnel Board of Jefferson County, to provide legal services for FY 2017:

- A. Balch & Bingham in the amount of \$120,000.00
- B. Lloyd, Gray, Whitehead and Monroe P.C. in the amount of \$150,000.00
- C. Bradley, Arant, Boulton and Cummings in the amount of \$100,000.00

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

Jul-14-2016-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges receipt of the following amendment to the agreement with Lamar Companies.

AMENDMENT NO. 1 TO CONTRACT
BILLBOARD ADVERTISING FOR THE PERSONNEL BOARD

This Amendment to the Contract entered into the 10th day of May 2016, by and between the Personnel Board of Jefferson County (hereinafter referred to as the "PBJC"), and The Lamar Companies, (hereinafter referred to as "the Contractor").

WITNESSETH;

WHEREAS, the PBJC desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties referenced above, which was acknowledged by the Jefferson County Commission on the 241st day of September 2015, and recorded in Minute Book 168, Pages 549-550, is hereby amended as follows:

Amend the Pricing and Terms of Payment as follows: The contractor's total cost not to exceed \$35,600

Amend the Term and Duration as follows: The term of this contract shall begin October 1, 2016 through September 30, 2017. The Contract may be renewed annually at the PBJC's option for one additional one year term, if mutually agreed upon by both parties.

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

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

Jul-14-2016-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges receipt of an Agreement with Tutwiler Hotel Hampton Inn & Suites to provide accommodations for volunteer Testing Assessors for the fiscal year 2017 in the amount of \$145,500.00.

HOTEL ACCOMMODATIONS FOR PERSONNEL BOARD VOLUNTEERS CONTRACT
FOR THE PERSONNEL BOARD OF JEFFERSON COUNTY

THIS AGREEMENT, entered into this 14th day of June, 2016, by and between the Personnel Board of Jefferson County, hereinafter referred to as the "PBJC", through the Jefferson County Commission, Birmingham, Alabama, hereinafter referred to as the "County," and Tutwiler Hotel Hampton Inn & Suites, hereinafter referred to as the "Contractor." The effective date of this agreement shall be October 1, 2016.

WHEREAS, the PBJC desires to contract for hotel accommodations and services; and,

WHEREAS, the Contractor desires to provide hotel accommodations and services for the PBJC;

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

1. **ENGAGEMENT OF CONTRACTOR:** The PBJC 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 Invitation to Bid No. 38-16, dated February 19, 2016, the terms of which are included herein by reference. The Contractor shall provide hotel accommodations for individuals traveling to Birmingham to volunteer their services for work for the Personnel Board of Jefferson County Proposal dated February 19, 2016 as follows:
 - a. The PBJC agrees to use the Contractor as its provider of hotel accommodations for individuals traveling to Birmingham to provide volunteer services for the Personnel Board within the terms of this Agreement.
 - b. The PBJC shall use the County's Munis financial system to generate purchase orders for the equipment and services provided to the Contractor.
 - c. The Contractor agrees to provide hotel accommodations and services for individuals traveling to Birmingham to provide volunteer services for the Personnel Board; services shall include the following for those individuals requiring hotel stay under the Personnel Board contract:
 - (1) Transportation to and from the Birmingham-Shuttlesworth International Airport;
 - (2) Valet parking for all individuals arriving to the hotel by automobile;
 - (3) Distribution of welcome packages (supplied to the hotel by the Personnel Board) to individuals staying under the Personnel Board contract upon checking into the hotel;
 - (4) Continental breakfast at the hotel;
2. **SCOPE OF SERVICES (CONT'D):**
 - (5) Access to an on-site fitness center or access to off-site fitness center within/ mile of the hotel;
 - (6) in-room internet access (wireless or ethernet); and
 - (7) in cases where the Personnel Board requests the hotel to host a group of 40 or more individuals, the hotel must accommodate a request by the Personnel Board to host a reception (up to two hours in length) on one evening during the group's stay by supplying a room sufficient in size and function to accommodate such a request and must be able to supply non-alcoholic drinks and light hors d'oeuvres at a pre-established price.
3. **TIMELINE FOR PROVIDING OF SERVICES:** The individuals requiring hotel stay under the request of the Personnel Board will be arranged in groups ranging in size from 2 to 40 individuals. Each individual in the groups will generally require five nightly stays at the hotel; however, the Personnel Board does not guarantee any minimum number of nightly stays for each group or any individuals within the group. The Personnel Board will establish individual contracts with the selected vendor for each group of individuals staying under the Personnel Board contract by at least two weeks prior to the needed hotel stay. The Contractor's ability to provide the hotel accommodations and services outlined in the scope of services will be dictated by the availability of the needed hotel rooms.
4. **COMPENSATION:** The Contractor shall provide the hotel accommodations and services for individuals traveling to Birmingham to volunteer their services for work for the Personnel Board of Jefferson County at the prices listed:

Contractor Pricing Schedule:	Price:
Hotel room	prevailing government rate per individual per night plus lodging fee
Valet parking	\$24.00 per night
Transportation from/to airport	No additional charge
Access to onsite fitness center	No additional charge
In room internet access	No additional charge
Continental Breakfast	No additional charge
Reception	\$32 (+20% service charge) per person

5. **PAYMENT/INVOICE TERMS:** The Contractor agrees to invoice the PBJC within two weeks of the check-out date for individuals staying at the hotel under the Personnel Board contract. The invoice must include the

Jefferson County purchase order number. Invoice that do not reference an authorized County purchase order will be returned to the Contractor. Invoices must supply an itemized list of all charges for each individual staying at the hotel under the Personnel Board contract. If invoice does not agree with the County purchase order or fails to supply necessary itemized charges, credits or a correct invoice will be required in order for Jefferson County to process payment. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, original invoices must be sent to:

The Personnel Board of Jefferson County
Attn: Cynthia Holiness, Personnel Division Manager
2121 Reverend Abraham Woods Jr., Blvd., Suite 100
Birmingham, Alabama 35203

6. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The term of this contract shall commence on October 1, 2016 through September 30 2017, with an option to renew two additional one year terms (for a total of three years based on mutual agreement of both parties).

7. **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 Workman's Compensation, FICA taxes, Occupational Taxes all applicable federal, state and local taxes, etc. and that the PBJC will not be obligated for same under this contract.

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

9. **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", "PBJC" "PBJC Board Members" and "PBJC employees"), from and against any and all loss

expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Count because of bodily injury, death or property damage, real o 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

9. **HOLD HARMLESS AND INDEMNIFICATION (CONT'D):** 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. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contracting party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby.

10. **CERTIFICATE OF INSURANCE:** The Contractor will maintain such insurance as will protect him and the PBJC and the County from claim 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 and shall include the PBJC and Jefferson County, Alabama as Added Additional Insured including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability: \$1,000,000 - Bodily injury and property damage combined coverage any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability: \$100,000 - Limit each occurrence

10. **CERTIFICATE OF INSURANCE (CONT'D):** Umbrella Coverage: \$ 1,000,000 - Each occurrence \$1,000,000- Aggregate Added Additional Insured: Jefferson County, Alabama and Personnel Board of Jefferson County 30

day(s) written cancellation notice Certificate of Insurance should include the Jefferson County Bid Number and Purchase Order number(s), if applicable.

11. **TERMINATION OF CONTRACT:** This contract may be terminated by either part 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 PBJC 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 and the PBJC for damages sustained by virtue of a breach by the Contractor.

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

13. **NOTICE:** Notice to either PBJC or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

Personnel Board of Jefferson County
Attention: Lorren O. Oliver, Personnel Director
Suite 100
2121 Reverend Abraham Woods, Jr. Blvd.
Birmingham, Alabama 35203

Tutwiler Hotel Hampton Inn &
Suites
Attention: Roxanne Osborne
2021 Park Place
Birmingham, AL 35203

14. **GOVERNING LAW:** Contractor specifically agrees that as a valuable consideration and as a material inducement to PBJC to enter into this Contract, Contractor agrees that the laws of the State of Alabama, except as preempted by Federal law, shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either Contractor or PBJC as a result of this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama.

15. **SEVERABILITY:** It is understood that if any provision of this Agreement is contrary to any federal law or any law of the State of Alabama, or if any provision of this Contract shall be invalidated by any court of competent jurisdiction, then such provision shall be deemed not to be a part of this Contract, and the remaining provisions shall remain in full force and effect.

16. **OWNERSHIP AND USE OF ORIGINAL WORKS:** For purposes of this contract, the term "Original Works" includes all technical reports or any other work product developed and/or delivered as work product under this Contract.

17. **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 Director of the PBJC. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the Director of the PBJC and an amended agreement will be executed.

18. **COUNTY FUNDS PAID:** Contractor and 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 or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work within this Agreement, no promise or commitment of any nature

whatsoever of anything of value whatsoever has been made or communicated to any such governing body, member or employee or official, as inducement or consideration for this Agreement.

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

20. 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 shall 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.

21. COMPLIANCE WITH ~ 9 OF THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT: By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

Jul-4-2016-541

AMENDMENT NO. 2
TO AGREEMENT FOR ENGINEERING SERVICES
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
FOR THE DESIGN AND PRODUCTION OF COMPLETE
APPROACH ROADWAY AND BRIDGE PLANS
FOR THE BRIDGE REPLACEMENT
ON COUNTY ROAD 77
OVER THE LOCUST FORK OF THE WARRIOR RIVER

This document shall AMEND the Scope of the: Original AGREEMENT, dated August 14, 2014, Minute Book 166, Page 561-568, Amendment # 1 dated April 9, 2015, Minute Book 168, Page 27-28.

WITNESSETH

WHEREAS, the County desires to grant a time extension to the original Scope of Work as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of June 3, 2019.

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.

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 14 day of July, 2016.

AECMO TECHNICAL SERVICES, INC.
John E. Lobdell, Vice President

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

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

Jul-14-2016-542

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of General Services, and the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached conveyance of an easement between Jefferson County, Alabama and Alabama Power Company on Jefferson County property identified as the Criminal Justice Building. This easement is needed to relocate and maintain Alabama Power facilities which serve the Criminal Justice Building.

EASEMENT - UNDERGROUND
STATE OF ALABAMA
COUNTY OF JEFFERSON
W.E. No. A6110-16-A116
APCO Parcel No.
Transformer No. A17000

This instrument prepared by: Susanne Rourke
Alabama Power Company
Attn: Susanne Rourke
1313 6th Avenue North
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS, That Jefferson County Alabama a political subdivision of the State of Alabama as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described below.

The right from time to time to construct, install, operate and maintain upon, under and across the Property described below, all wires, cables, trans closures, transformers, conduits, fiber optics, communication lines and other facilities useful or necessary in connection therewith (collectively, the "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, such drawing showing the general location of underground facilities in an area ten feet (10') in width and also the right to clear and keep clear a strip of land extending five feet (5') from each side of said Facilities. Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under, adjacent to, and above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Jefferson County, Alabama (the "Property"): A parcel of land located in the SE 1/4 of the SW Y. of Section 25 Township 17S Range 03W more particularly described as BLOCK 5 of the Jefferson County Public Safety Center as found in Plat Book 134 Page 76 in the Jefferson County Probate Office.

See Exhibit "A" attached hereto and made a part hereof. Less and except any portion of said easement that lies outside the property Boundary of Grantor.

.SUBJECT TO:

- 1 RESERVATIONS, EXCEPTIONS AND CONDITIONS IN REAL1723 PAGE133, REAL 1757 PAGE 692, REAL 1757 PAGE 694, REAL1809 PAGE 483, REAL 2188 PAGE 567, REAL 2188 PAGE 570, REAL 2256 PAGE 454 AND PROBATE CASE NO. 84423, ALL BEING RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.
- 2 RESERVATIONS, EXCEPTIONS AND CONDITIONS IN CIRCUIT COURT CASE NO. 84423
- 3 ALL CURRENLTY EXISTING SANITARY SEWER LINES

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by James a. Stephens, its authorized representative, as of the 14 day of July, 2016.

ATTEST (if required) or WITNESS:

Jefferson County, Alabama a Political subdivision of
the State of Alabama
James A Stephens
Its: President Jefferson County Commission

Millie Diliberto
Its: Minute Clerk

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

Jul-14-2016-543
RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2016 Resurfacing Project, Phase 11- Resurfacing of Floyd-Bradford Road, Project No. JCP-RP-16-02, such certified bids having been opened on June 27, 2016 and listed as follows:

Contractor	Amount Bid
1. DUNN Construction Co.	\$1,123,246.20
2. Midsouth Paving, Inc.	\$1,176,948.62

WHEREAS, after tabulation and certification by the Roads and Transportation Staff, it has been recommended that the contract for the 2016 Resurfacing Project, Phase 11- Resurfacing of Floyd Bradford Road, Project No. JCP-RP-16-02, be awarded to DUNN Construction Company in the amount of \$1,123,246.20

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President of Jefferson County Commission, is hereby authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Communication was read from Roads and Transportation for a request from Trussville Utilities Board for Excavation Permits to install 270' of 4' gas main at 1612 to 1624 Brewster Road in Center Point.

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

Jul-14-2016-544

A RESOLUTION DECLARING THREE UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH COURT AWARDED VEHICLES OR VEHICLES PURCHASED WITH CONFISCATED FUNDS. NO COUNTY FUNDS ARE REQUIRED.

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

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

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

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

- a. A066214 Ford Expedition
- b. B066076 Chevrolet Avalanche
- c. C016005 Chevrolet 3500 Van

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

Jul-14-2016-545

COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer

Department: Roads and Transportation
Date: June 29, 2016
Purpose: Payment to LaShundra Johnson for the Sanitary Sewer Easement that contains 65 square feet, more or less and the Temporary Construction Easement contains 0.024 acres, more or less Wickstead Sanitary Sewer Replacement Project for ESD - Tr. 11 (site address) – 24 Merrimont Road, Hueytown, AL Agent: Alan K. Dodd
Address: 24 Merrimont Road, Hueytown, AL. 35023
Price: \$203.00
Pay to the order of: LaShundra Johnson
Mailing Address: 24 Merrimont Road
Hueytown, AL. 35023

Check Delivery Code 84 (to be processed by Jonathan Shorts - ESD)

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

Jul-14-2016-546

COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads and Transportation
Date: June 29, 2016
Purpose: Payment to Phillis Holmes for the Sanitary Sewer Easement that contains 0.036 acres, more or less and the Temporary Construction Easement contains 0.072 acres, more or less Wickstead Sanitary Sewer Replacement Project for ESD - Tr. 25 (site address) - 217 Ivy Ave., Hueytown, AL Agent: Alan K. Dodd
Address: 217 Ivy Avenue, Hueytown, AL. 35023
Price: \$500.00
Pay to the order of: Phillis Holmes
Mailing Address: 217 Ivy Avenue
Hueytown, AL. 35023

Check Delivery Code 84 (to be processed by Jonathan Shorts - ESD)

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

Jul-14-2016-547

COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads and Transportation
Date: June 29, 2016
Purpose: Payment to Rogie Allan McCombs for the Temporary Construction Easement that contains 0.039 acres, more or less Wickstead Sanitary Sewer Replacement Project for ESD - Tr. 26 (site address) – 765 Bellmont Circle, Hueytown, AL
Agent: Alan K. Dodd
Address: 765 Bellmont Circle, Hueytown, AL. 35023
Price: \$200.00
Pay to the order of: Rogie Allen McCombs
Mailing Address: 765 Bellmont Circle
Hueytown, AL. 35023-2501

Check Delivery Code 84 (to be processed by Jonathan Shorts - ESD)

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

Jul-14-2016-548

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission concurs with the acceptance of Award Letter to the Alabama Department of Transportation regarding the award of contract for Construction of Bridge Replacement Project No. BR-3713, JCP 37-65-14 to the Bridge Builders of Alabama LLC, Pelham, Alabama.

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

Jul-14-2016-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Barbara Drive West of Coleman Lakes Road in order to remove and replace collapsed corrugated metal drainage culverts. The road will be closed on Saturday, July 16, 2016 and will be closed until the work is completed by the end of the workday on Saturday, July 16, 2016.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Jul-14-2016-550

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

Agreement with Yarbrough Company, Inc. to provide food services for the jails located in Bessemer and Birmingham for the period June 1, 2016 through May 31, 2019 in the amount of \$4,056,810.75 (\$1,352,270.25/per year).

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

Jul-14-2016-551

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

Agreement with Lathan & Associates Architects, P.C., for the Metro Area Crime addition to the Sheriff's Headquarters in the amount of \$125,000.00 (percentage of construction contract amount).

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

Jul-14-2016-552

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges receipt of the following items from the Emergency Management Agency:

- a. Alabama Emergency Management Agency for the award of FY2016 Emergency Management Performance Grant (EMPG) Cooperative Agreement for state funding in the amount of \$10,536.00
- b. Alabama Emergency Management Agency for the award of FY2016 USDOT Hazardous Materials Emergency Preparedness (HMEP) Grant Program, 16DOT Cooperative Agreement in the amount of \$65,000.00
- c. Alabama Emergency Management Agency for the award of 25% federal funding increase for the FY2015 Emergency Management Performance Grant (EMPG) Cooperative Agreement in the amount of \$10,673.00

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

Jul-14-2016-553

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the following Community Grant Agreement with Southern Research Institute in the amount of \$2,500.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Southern Research Institute ("Southern Research"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Southern Research is a 501(c)(3) organization which seeks funding to further advancements in its engineering, energy and environment, drug discovery, and drug development divisions, in order to continue its innovative path in solving the world's hardest problems; and

WHEREAS, Southern Research meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Southern Research, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 31, 2017.
2. The County shall pay to Southern Research a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Southern Research shall use the public funds to assist in funding to further

1 advancements in its engineering, energy and environment, drug discovery, and drug development divisions, in order to continue its innovative path in solving the world's hardest problems.

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

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

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

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

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

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

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

SOUTHERN RESEARCH INSTITUTE

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

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

Jul-14-2016-554

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the following Community Grant Agreement with Vulcan Park Foundation in the amount of \$2,500.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Vulcan Park Foundation ("Vulcan Park"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Vulcan Park is a 501(c) (3) organization which seeks funding to provide operational support for educational and arts and culture programs for the community; and

WHEREAS, Vulcan Park meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Vulcan Park, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 31, 2017.
2. The County shall pay to Vulcan Park a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Vulcan Park shall use the public funds to assist in funding operational support for educational and arts and culture programs for the community.

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

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

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

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

7. The Vulcan Park representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Vulcan Park nor any of its officers, partners, owners, agents, 2 representatives, employees or

parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

VULCAN PARK FOUNDATION
Its: Victoria Rutledge, Development Specialist

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

Jul-14-2016-555

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County and the Birmingham Business Alliance for the business and Industry Attraction Program for the period of October 1, 2016 through September 30, 2017, in the amount of \$150,000.00.

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

Jul-14-2016-556

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission authorizes the reimbursement to The Jefferson County Economic Industrial Development Authority (JCEIDA), \$70,044.29 for engineering expenses and due diligence associated with the evaluation of potential locations for business and/or industrial parks.

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

Jul-14-2016-557
RESOLUTION

Whereas, Innovation Depot serves as an incubator, job creator and training center for technology related startups and entrepreneurs;

Whereas, Innovation Depot gives entrepreneurs a competitive advantage in attracting customers, talent, mentors, media coverage and funding to grow their business;

Whereas, companies located in Innovative Depot create jobs and economic development throughout Jefferson County;

Whereas, member companies include career fields related to information technology, healthcare, financial, engineering and business services;

Whereas, the 145,000 square-foot facility currently houses 104 small businesses and employs 809 workers; and

Whereas, member companies produced \$161 million in gross sales during the 2015 fiscal year resulting in a 5-year total economic impact of \$1.38 billion;

Now THEREFORE be it resolved, that the Jefferson County Commission grants Innovation Depot \$150,000 out of the Economic Development Funds for the purpose of capital improvements to the facility and locating, advertising, promoting and developing technology related companies and employees.

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

Jul-14-2016-558

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the following agreement with Cavanaugh Macdonald Consulting, LLC to provide actuarial services for the period October 1, 2016 through September 30, 2017, in the amount of \$15,500.00.

CONTRACT FOR ACTUARIAL SERVICES

THIS AGREEMENT entered into this day of , 2016, by and between Jefferson County, Alabama, herein called "The County", and Cavanaugh Macdonald Consulting, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be:

Whereas, the County desires to contract for Other Post-Employment Benefits (OPEB) actuarial services for the County; and

Whereas, the Contractor desires to furnish said OPEB actuarial 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:** Contractor will provide the County with an OPEB valuation for funding and for compliance with GASB 43/45 where appropriate. A separate report will be issued for GASB 74/75 compliance. At a minimum, the reports should include:

A. Basic Services Required

- Analyze the data required for valuation to assess any inconsistencies and make recommendations for enhancing data quality.
- Prepare an actuarial valuation including the following information the actuarial present value of total projected benefit. Actuarial accrued liability. Actuarial value of assets. The unfunded actuarial accrued liability. Normal cost. Annual required contribution of the employer(s) - as a level dollar amount and as a level percentage of covered payroll.
- Net OPEB obligation.
- Prepare an actuarial valuation following GASB 74/75 disclosures including:
 - Projections needed to determine the discount rate for disclosure.
 - GASB 75 related calculations and disclosure work provided as well as OPEB liability calculations allocating the overall liability to the County's various enterprise, special revenue, and agency funds
- Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.

- Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design.

Provide information useful in assessing potential demands on the County's cash flows.

- Reporting should be based on the approach used to report pension obligations or describe how your firm will work with the County to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards. Key assumptions to be considered include;

- Turnover
- Retirement Age
- Disability retirement age
- Mortality
- Projected salary increase
- Inflation rate
- Healthcare cost trend data
- Amortization timeframe (open, closed, etc.)
- Investment return
- Post-retirement benefit changes
- Actuarial assumptions associated with the method (projected unit credit, entry age normal, etc.)

GASB 74/75 valuations will be performed annually and funding valuations at least biennially.

B. Meetings

Basic services will include two (2) conference call meetings annually. The first meeting will be prior to beginning the valuation and costing of the plan and will be used to gain a specific understanding of the client environment. The second meeting will be to present the findings and a draft of the report.

Contractor shall maintain books, records, documents and other evidence of account procedures and practices which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of the Contract. Contractor shall retain all such records for five (5) years after the expiration or termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the County and state or federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of this Contract, access to these items will be provided within Jefferson County of the State of Alabama, unless otherwise agreed by the County. Delivery of and- access to such records will be at no cost to the County during the six (6) year period after the Contract term or six (6) year term following litigation. Contractor shall include the records retention and review requirements of this section in any of its subcontracts.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract shall be from October 1, 2016 through September 30, 2017, with the County's option to renew for two (2) additional one-year periods, not to exceed three contract years. The Contractor will provide in the initial engagement, one valuation as of September 30, 2016. Contractor will provide a separate report with the necessary GASB 75 disclosures.

4. **COMPENSATION:** \$12,000 for each full valuation of the County's Postemployment Benefit Plan and \$3,500 for the separate GASB 75 report.

5. **INVOICING:** All invoices must include a detailed listing of charges and a final bill upon completion. No Interest Or Other Late Penalties Shall Accrue On Late Payments. In order to ensure prompt payment ALL ORIGINAL INVOICES MUST BE SENT TO:

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

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

7. **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.

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

9. **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.

10. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information access 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.

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. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidder and proposer to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

13. **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.

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. 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:

COUNTY

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

CONTRACTOR

Cavanaugh Macdonald Consulting, LLC
Alisa Bennett, FSA, EA, FCA, MAAA
Suite 250
3550 Busbee Parkway
Kennesaw, GA 30144

Jefferson County Commission
Purchasing Department
Suite 830, County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

16. INSURANCE: The Contractor will maintain such insurance as will protect him and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty day (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the County no later than seven (7) days from the contract date.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with, the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence \$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence \$3,000,000 - Aggregate

Added Additional Insured by Endorsement:

Jefferson County, Alabama Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations Vehicles/Exclusion Added by Endorsement/Special Provisions under the BID/RFP Number, Project Number/Name or Purchase Order Number Covered by The Certificate of Insurance.

17. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and 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, subcontractor or employees under this Contract. COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate offices 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.

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

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. **MISCELLANEOUS PROVISIONS:** a) **Forum Selection:** The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

**JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM**

Contractor/Vendor Name: Cavanaugh Macdonald Consulting, LLC

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirement of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. 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 pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42U.S.C §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. 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.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further county Contracts.

CONTRACT FOR ACTUARIAL SERVICES

Non-Collusion Affidavit

I, Alisa Bennett, an authorized agent/representative of Cavanaugh Macdonald Consulting attest that the Invitation to Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Invitation to Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, considerations and stipulations.

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

CONTRACTOR:
Cavanaugh Macdonald Consulting, LLC

JEFFERSON COUNTY, ALABAMA
By: James A. Stephens

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

Jefferson County Commission
Unusual Demands

Date: 7/14/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001007	COUNTY MANAGER	134340	JUSTIN SMITH	JUSTIN SMITH - TRAVEL REIMBURSEMENT	163.01	163169	5217
TOTAL					163.01		
10002000	COMMUNITY DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH: PURCHASED (4) MAP BOOKS	70.00	164269	5402
TOTAL					70.00		
10002200	INFORMATION TECHNOLOGY	133728	MAURICE W MYERS	Travel return reimbursement Myers	77.81	163032	5190
TOTAL					77.81		
10002210	IT SYSTEM DEV & ADMINISTRATION	133728	MAURICE W MYERS	Mileage reimbursement to Alabama Digital Summitt	83.39	162434	5119
TOTAL					83.39		
10002220	IT TECH SERVICES	102825	GULLEDGE, ROBERT KEITH	Travel Reimbursement Global Knowledge Adv CISCO	392.34	164419	5425
TOTAL					392.34		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MATERIAL WASTE SUITS FOR GSOC	89.00	162974	5176

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED METAL STUDS AND TRACKS FOR BHCH	28.62	162978	5177
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MATERIAL WASTE SUITS FOR GSOC	89.00	163627	5291
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FOAM BOARD FOR BHCH GEN SVCS	60.48	163636	5295
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	RENEWAL OF ALA ELECTRICAL CONTRACTOR LIC-PHILLIPS	75.00	163720	5318
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MORTAR MIX FOR BESSEMER CH	4.59	163965	5357
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED GROUT FOR BESSEMER CH	40.06	163977	5360
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE PESTICIDE LICENSE RECERTIFICATION	45.00	164064	5373
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	KEY DEPOSIT REFUNDED TO PAULETTE KELLY	5.00	164117	5384
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CASE OF 2 CYCLE OIL FOR USE BY GROUNDS	136.80	164124	5387
TOTAL					573.55		
10002800	BUDGET MANAGEMENT	100193	JEFFERSON CO TREASURER	GFOA Annual Conf	18.03	161609	4953
TOTAL					18.03		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	SMART PHONE CASES	25.98	163278	5247
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	PHONE CASE	26.97	163280	5247
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	MEMBERSHIP FEE	48.00	163281	5247
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	WALMART 12941027043380860006	40.70	164108	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWE'S 21153639	49.73	164109	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	HARBRO FREIGHT TOOLS 02132308	16.98	164110	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	HARBRO FREIGHT TOOLS 02133032	8.98	164111	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWE'S 7998096	32.95	164112	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWE'S 19695605	34.94	164113	5382
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	DEMI'S DEODORIZING INV# 04112016A	45.00	164114	5382
10004110	SF ENFORCEMENT -BHAM	131710	B CAYE ALEXANDER	TRAVEL REIMBURSEMENT	356.42	164152	5391
10004110	SF ENFORCEMENT -BHAM	133364	ANGEL SANTIAGO	TRAVEL REIMBURSEMENT	419.64	164164	5391
10004110	SF ENFORCEMENT -BHAM	133413	RUDOLFO AGULAR	TRAVEL REIMBURSEMENT	319.38	164160	5391
TOTAL					1425.67		
10004150	SF ENFORCEMENT -BS	100128	JEFF CO DEPUTY TREASURER	RECORDING FEE FOR LEVY	16.00	162194	5086
TOTAL					16.00		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	SALLY'S BEAUTY ADB16159038752003	95.99	163290	5248
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALGREENS RFN#06033211559816060903	18.99	163293	5248
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART TC#41953267344765639104	39.12	163294	5248
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART TC#52041872163980891096	4.40	164105	5381
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART 16741184148984844026	59.88	164106	5381
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	BHAM RUBBER STAMP DATED 5-27-16	76.50	164107	5381
TOTAL					294.88		
10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Shoes, Cleaning Supplies and Food for Residents	221.56	164411	5423
TOTAL					221.56		
10004300	CORONER	100193	JEFFERSON CO TREASURER	pathology fellow storage	14.99	164191	5393
10004300	CORONER	100193	JEFFERSON CO TREASURER	medical examiner cleaning supply	27.46	164559	5455
TOTAL					42.45		
10004400	INSPECTION SERVICES	134383	HOLDBROOKS ELECTRIC LLC	REFUND - PERMIT #160150E	153.00	163399	5264
10004400	INSPECTION SERVICES	134383	HOLDBROOKS ELECTRIC LLC	REFUND - PERMIT 160151E	153.00	163401	5264
10004400	INSPECTION SERVICES	134383	HOLDBROOKS ELECTRIC LLC	REFUND - PERMIT 160189E	163.00	163402	5264
TOTAL					469.00		
10006000	HUMAN RESOURCES ADMIN	134310	KIMBERLY PERRY	REIMBURSEMENT UBER& METRORAIL FOR KIMBERLY PERRY	16.13	162250	5094
TOTAL					16.13		
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	6 - 5' folding tables for FC functions/Resource fa	197.28	163048	5201
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Folding tables for 2016 Resource Fair	191.16	163050	5201
TOTAL					388.44		
10006311	FAMILY COURT INTAKE	102053	VANESSA F JONES	Reimbursement for travel	70.00	162358	5112
TOTAL					70.00		
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Training registration - M. Campbell	60.00	163041	5198
TOTAL					60.00		
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Postage for appeal	24.50	163047	5200
TOTAL					24.50		
10006801	FINANCE ADMIN	130145	TABLACK, GEORGE	GEORGE TABLACK TRVL REIMBURSEMENT	113.71	164403	5420
TOTAL					113.71		
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	6 GEL KNEEPADS GARY COCHRAN @ \$29.99 A PAIR	179.94	162895	5167
TOTAL					179.94		
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	METAL PROBE RODS, PVC PARTS, 100' TAPE, SLEDGHAMME	206.61	163541	5283
TOTAL					206.61		
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL R. MERCER, PVC PIPE, TOOLS	39.85	162474	5123
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	PHONE CHARGER AND STEPPING STOOL - CAMP KETONA	69.97	164472	5449
TOTAL					109.82		

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
21305700	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	PURCHASED MISC EQUIPMENT FOR DOOR AT CAMP KETONA	310.00	163628	5292
TOTAL					310.00		
21401301	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	Petty Cash-Signs for front counter	52.40	162757	5149
TOTAL					52.40		
22118600	CG ADMINISTRATION	133923	CLIFFORD HOPSON	Travel reimbursement	505.41	163351	5257
TOTAL					505.41		
24202000	COMMUNITY DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH: MILEAGE_ WIA MONITORING - AKIRA BYRD	110.70	164266	5402
24202000	COMMUNITY DEVELOPMENT	100193	JEFFERSON CO TREASURER	PETTY CASH: PARKING FEES – MONTHLY ONE ROOF MTG	13.00	164271	5402
TOTAL					123.70		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	vehicle parts, water valves, CDL fee, veh titles	178.07	163748	5323
TOTAL					178.07		
60407100	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	MEETING FEE FOR URISA ALABAMA-WILLIAM S. PICKENS	15.00	163170	5189
TOTAL					15.00		
60407101	SEWER BILLING	133936	VINCE LOVELL	REFUND FOR OVERPAYMENT	46.44	162525	5131
60407101	SEWER BILLING	133950	J T WILKINS	REFUND FOR OVERPAYMENT	309.12	162523	5131
60407101	SEWER BILLING	133972	DANITA HASKINS	REFUND FOR OVERPAYMENT	217.36	162526	5131
60407101	SEWER BILLING	134382	VICTOR JOHNSON	REFUND FOR OVERPAYMENT	301.09	163712	5316
60407101	SEWER BILLING	134392	CHAD BRADEN	REFUND FOR OVERPAYMENT	17.39	163713	5316
TOTAL					891.40		
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	WASHER, WASHER HOSES	442.96	161940	5016
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	DRYER, POWER CORD, DRYER DUCT	466.95	161943	5017
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	ELECTRICAL PARTS FOR WASHER/DRYER CONNECTION	445.72	162805	5155
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	PIPE, TUBING, ETC. FOR WASHER CONNECTION	54.29	162808	5156
TOTAL					1409.92		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL FILTERS;POWERADE;WINDSHIELD ;VALVE SNUBBERS;	469.10	163038	5195
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	REIMBERSE MAX WESTON FOR AL.ELECTR .LICENSE;	150.00	164421	5426
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SHOP SUPPLIES FOR SOUTHPARK PS;	354.24	164423	5428
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL FILTERS;NUTS;SHAFTS;PUMP ;CONTACTORS;	479.14	164424	5429
TOTAL					1452.48		
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	DISH DETERGENT FOR KITCHEN	3.84	163214	5232
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	DISHWASHER INSTALLATION KIT	13.99	163226	5236
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	PROTECTOR SHEETS FOR DISPATCHERS	9.49	163231	5237
TOTAL					27.32		
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	PARTS FOR THE JACK HAMMER	237.95	163212	5231
TOTAL					237.95		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	plastic sheeting adn tree pruners	177.94	163357	5258
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	hardware, insect foggers, tarps, broom dust pan	69.60	163361	5260
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	welding rods, exhaust fluid, cleaner, usb storage	99.59	163367	5261
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	alcohol for uv bulbs and belts for ras puumps	88.81	163379	5263
TOTAL					435.94		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	TRAVEL EXPENSE; CDL; PLYWOOD; LIGHTS	188.21	162881	5164
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	FOUR FIRE HOSES; PUMP HOSE	720.52	163444	5271
TOTAL					908.73		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Bolts to repair sample pump	8.94	161820	4996
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Bearing to repair clarifier gearbox	236.46	162481	5125
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	jugs for the laboratory	140.00	164466	5443
TOTAL					385.40		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	RETURN SHIPPING CHARGE	9.65	164297	5405
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	RETURN SHIPPING CHARGE	10.69	164301	5405
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	RETURN SHIPPING	16.87	164308	5405
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SILICONE, HEAVY DUTY SCRAPER	19.95	164311	5405
TOTAL					57.16		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req c garner remover battery filter hydrochloric	561.56	162406	5117
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner calculators wire brake fluid seals jug	686.05	163232	5238
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner padlock screen ladders rat poison	465.34	164422	5427
TOTAL					1712.95		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Rakes for cleaning Sand Basins	19.94	162637	5141
TOTAL					19.94		
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FITTINGS	23.69	163042	5199
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FITTINGS FOR H&H PUMP	22.94	163043	5199
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	WEATHER STRIPPING AND PRIMER BULB	29.42	163046	5199
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	HASPS AND LOCKS	124.01	163049	5199
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	SPRING & PALL	3.89	163051	5199
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	KEYS & TIRE GUAGE	26.94	163054	5199
TOTAL					230.89		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	STENCILS;GATORADE;OIL;SENSOR; ADAPTERS;	438.21	164431	5430
TOTAL					438.21		
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	CDL REIMBURSEMENT	20.00	162520	5130
TOTAL					20.00		
70101720	PERSONNEL BOARD ADMIN	103061	LORREN O. OLIVER	SIOPTTravelReimbursement-Lorren Oliver	52.39	164012	5366

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
70101720	PERSONNEL BOARD ADMIN	103061	LORREN O. OLIVER	SIOP Renewal Reimbursement - L. Oliver	100.00	164596	5458
TOTAL					152.39		
70101725	PERSONNEL BOARD INFO SERV	100193	JEFFERSON CO TREASURER	MarchTrainingClass-CMurray	15.00	164022	5367
TOTAL					15.00		
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	SIOPTravelReimbursement-JKoladish	44.85	164023	5367
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	SIOPTravelReimbursement-BMarsala	35.58	164025	5367
70101750	PERSONNEL BOARD TESTING	133695	CYNTHIA PARKER	InnovationsinTestingTravelReimbursement -CParker	148.50	164017	5366
70101750	PERSONNEL BOARD TESTING	133706	STACY LANGE	SIOPTravelReimbursement-SLange	72.75	164014	5366
70101750	PERSONNEL BOARD TESTING	133707	BRIAN BELLENGER	SIOPTravelReimbursement-B.Bellenger	79.12	164013	5366
TOTAL					380.80		
70101760	PERSONNEL BOARD WKFC DV&AP SER	100193	JEFFERSON CO TREASURER	CareerFair-UnivofSouthAl-J.Greene	44.25	164019	5367
70101760	PERSONNEL BOARD WKFC DV&AP SER	100193	JEFFERSON CO TREASURER	CareerFair-AuburnPerDiem-JGreene	38.25	164020	5367
70101760	PERSONNEL BOARD WKFC DV&AP SER	132437	JIM GREENE SHRM	TravelReimbursement-JGreene	185.45	164015	5366
TOTAL					267.95		
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA - PETTY CASH 06/23/2016	250.75	163465	5276
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PETTY CASH - 06/30/2016	688.81	164316	5408
70204500	EMERGENCY MANAGEMENT AGENCY	120923	ALABAMA FIRE COLLEGE GRANT-FUNDED TRAINING CLASSES		2360.00	164346	5411
TOTAL					3299.56		
GRAND TOTAL					\$ 18,545.41		

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

Jul-14-2016-559

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

FOR WEEK OF 06/10/2016 – 06/16/2016

1. BULK STORES, SHERIFF'S DEPARTMENT, YOUTH DETENTION CENTER & CGMHS FROM BUDGET JANITORIAL SUPPLY, PELHAM, AL., TO AWARD BID FOR BAGS: PAPER & PLASTIC FOR THE PERIOD OF 07/14/2016 – 07/13/2017 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 83 – 16

REFERENCE MUNIS BID # 16045

2. GENERAL SERVICES & PACA FROM TRI-DIM FILTER CORPORATION, LOUISA, VA., TO RENEW BID FOR AIR FILTERS FOR THE PERIOD OF 07/10/2016 – 07/09/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID # 106 - 14

FOR WEEK OF 06/17/2016 – 06/23/2016.

1. FLEET MANAGEMENT FROM THEMCPHERSON COMPANIES, TRUSSVILLE, AL., TO AWARD GASOLINE DIESEL & FUEL SERVICES FOR THE PERIOD OF 10/01/2016 – 09/30/2017 TO BE PURCHASED AS NEEDED. (1ST YEAR.

REFERENCE BID # 63 – 16

REFERENCE MUNIS BID # N/A

- 2. ROADS HWY MAINTENANCE BESSEMER FROM ZEP SALES & SERVICES, ATLANTA, GA., TO AWARD THE PURCHASE OF ASPHALT RELEASE AGENT & CITRUS SOLVENT CONCENTRATE FOR THE PERIOD OF 07/14/2016 – 07/13/2017 TO BE PURCHASED AS NEEDED. (1ST YEAR)

REFERENCE BID # 89 – 16

REFERENCE MUNIS BID # 16049

- 3. JEFFERSON COUNTY DEPARTMENT AND PACA MEMBERS FROM AZAR UNIFORMS, BIRMINGHAM, AL., TO RENEW BID FOR UNIFORMS FOR THE PERIOD OF 06/25/2016 – 06/24/2017 TO BE PURCHASED AS NEEDED. (FINAL RENEWAL)

REFERENCE BID # 91 -14

REFERENCE MUNIS BID # N/A

FOR WEEK OF 06/24/2016 – 06/30/2016

- 1. THERE WERE NO PURCHASING ITEMS TO REPORT.

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

Jul-14-2016-560

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 6/10/16 - 6/16/16, 6/17/2016 – 6/23/2016 AND 6/24/16 - 6/30/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

Maria Knight	\$1,547.65
Robin Henderson	\$1,013.39
Richard Quinones	\$1,013.39
Jane Mardis	\$1,013.39
Mike Callahan	\$1,013.39
AAAO Summer Conference	
Orange Beach, AL - August 7-12, 2016	

Commissioner, District 2

Sandra Brown	\$1,522.99
Debra Smith	\$1,229.23
ACCA Annual Conference	
Perdido Beach, AL - August 15-19, 2016	

Environmental Services

Brian Rohling	\$2,531.61
Matt Alpaugh	\$2,208.07
Water Environment Federation Conference New Orleans, LA - September 25-29, 2016	
Revenue	
Karen White, Janice Griggs, Merry White, Belinda Brooks, Stacia Williams	\$445.00
Basic Supervision Birmingham, AL - August 2, 2016	
Keith Crawford, Kitha Carr, Tracie Swanson, Theresa Rouse Sonya Stephens, Jennifer Woods, Sonya Breaseale	\$973.00
How to Become a Great Communicator Birmingham, AL - July 14, 2016	
Kitha Carr, Tracie Swanson, Sonya Stephens, Jennifer Woods Theresa Rouse, Sonya Breaseale	\$444.00
Microsoft Excel Birmingham, AL - July 11, 2016	
Roads and Transportation	
Kelly Watson	\$2,442.73
Paul Turner	\$2,442.73
Denise Shelton	\$2,442.73
IRWA Course Gulf Shores, AL - July 26-30, 2016	
Tax Assessor Bessemer	
*Barbara Henderson	\$2,019.65
Reginald Threadgill	\$1,324.43
Quin Hameen	\$1,324.43
Janet Bell	\$1,324.43
Charles Winston	\$1,324.43
AAAO Summer Conference Orange Beach, AL - *August 7-12, 2016 - August 9-12, 2016	
INDIVIDUAL STAFF DEVELOPMENT	
Commissioner, District 1	
George Bowman	\$2,405.46
NACO Conference Los Angeles, CA - July 22-25, 2016	
Commissioner, District 2	
Karen Wadlington	\$2,591.91
NACO Conference Long Beach, CA - July 21-25, 2016	
County Attorney	
Theo Lawson	\$395.30
CLE Seminar Montgomery, AL - June 8-9, 2016	
County Manager	
Dan Biles	\$2,073.69
ICMA Conference Kansas City, KS - September 24-28, 2016	
Land Development	
Philip Richardson	\$2,777.00

American Society of Landscape Architects Annual Meeting
 New Orleans, LA - October 20-25, 2016

Revenue

Wesley Moore	\$2,927.13
Tax Audit	
Chicago, IL Milwaukee, WI - July 9-17, 2016	
Charles Bell	\$1,471.95
Tax Audit	
Dublin, GA Atlanta, GA - August 14-29, 2016	
Edgar Woodis	\$1,698.62
Tax Audit	
Bristol, VA Roanoke, VA - August 21-26, 2016	

FOR INFORMATION ONLY

Emergency Management Agency

Bob Ammons	\$651.74
Debris Management Planning	
Emmitsburg, MD - July 24-29, 2016	

Sheriff

Phillip Blanding	\$300.00
Terrell Hogeland	\$300.00
SSGT Vanguard Level One Recertification Course	
Birmingham, AL - June 13-15, 2016	
Phillip Blanding	\$300.00
Terrell Hogeland	\$300.00
Timothy Pugh	\$300.00
SSGT Vanguard Level Two Recertification Course	
Birmingham, AL - June 20-23, 2016	
Byron Jackson	\$295.00
Calvin Avery	\$295.00
Alan Herald	\$295.00
Verbal De-escalation for Public Safety Officers	
Birmingham, AL - August 8-9, 2016	
John Pennington	\$1,412.34
National Information Officer Association Conference	
Nashville, TN - August 28-31, 2016	
Kenneth Bailey	\$146.50
Advanced Roadside Impaired Driving Enforcement	
Demopolis, AL - April 5-6, 2016	
Charles Roberts	\$1,465.45
Narcotics, Gangs, and Financials Investigations Training	
Nashville, TN - September 18-23, 2016	
Michael Lewis	\$1,508.35
Crime Scene Processing Workshop	
Jacksonville, FL - August 14-19, 2016	
John Michael	\$3,290.00
Cellebrite Online Course	
Completed by August 31, 2016	

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above Staff Development be approved. Voting "Aye" Carrington, Brown, Knight, and Stephens.

Jul-14-2016-561

BUDGET TRANSACTIONS

A - Position Changes and / or Revenue Changes

N/A

B - Other Budget Transactions

- | | | |
|-----|---|--------------|
| (1) | Roads & Transportation
Shift funds from Roads & Transportation Fund (2130) to the Capital Fund (4010) for Bessemer & Ketona Fleet Modifications.
No Additional Funds Required | \$369,523.08 |
|-----|---|--------------|

C - For Information Only

- | | | |
|-----|---|----------|
| (1) | Emergency Management Agency
Increase revenue and expenditures to record a hazmat reimbursement from Birmingham.
No Additional Funds Required
Resolutions | \$526.00 |
|-----|---|----------|

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

Jul-14-2016-562

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President is authorized to execute an Intergovernmental Agreement with Blount County Schools, establishing membership with Purchasing Association of Central Alabama (PACA for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of members in the of \$1,072.00.

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA

This Agreement made this 6 day of June, 2016
Between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and the State of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing Association of Central Alabama, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall

determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder. If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the abovementioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

COUNTY OF BLOUNT, ALABAMA,
A Municipal/Public Corporation

COUNTY OF JEFFERSON, ALABAMA,
A Municipal/Public Corporation

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

Jul-14-2016-563

BE IT RESOLVED BY THE JEFFERSON COMMISSION that the Commission President is authorized to execute an Amendment No 2 to the agreement with Dasher Technologies Corporate Office extending the terms to reflect the period August 8, 2016 through August 8, 2017, in the amount of \$63,063.54.

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dasher Technologies, hereinafter referred to as the "Contractor" to provide Trend Micro Maintenance Support.

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. 00007543. The original contract between the parties referenced above, was approved by the Commission on August 13, 2015, MB 168, Page(s) 380-382 and Amendment I approved on December 12, 2015, MB 169, Page(s) 201-202

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$63,063.54

AUTHORIZATION TO PERFORM WORK:
August 8, 2016 - August 8, 2017

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

JEFFERSON COUNTY COMMISSION
James Stephens, President

Dasher Technologies
Authorized Representative
Curtis Churchhill

Dasher Technologies Corporate Offices
554 37th Street North
Birmingham, AL 35222

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

Jul-14-2016-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No. 1 to the agreement with Dynamic Systems, Inc. extending the terms to reflect the period October 1, 2016 through September 30, 2017, in the amount of \$47,687.98.

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of October 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dynamic Systems, Inc. hereinafter referred to as the "Contractor" to provide Oracle SUN Maintenance Support.

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. 00007666. The original contract between the parties referenced above, was approved by the Commission on October 8, 2015, MB 168, Pages 617 - 619.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$47,687.98

AUTHORIZATION TO PERFORM WORK:

October 1, 2016-September 31, 2017

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

JEFFERSON COUNTY COMMISSION
James Stephens, President

Dynamic Systems, Inc.
Authorized Representative

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

Jul-14-2016-565

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Agreement with Technical Innovation for the purpose of audio systems upgrade to the courtrooms for a period beginning upon approval of the agreement through July 31, 2017, in the amount of \$300,000.00.

THIS AGREEMENT entered into this 1st day of July 2016, by and between Jefferson County Commission hereinafter called "the County", and Technical Innovation located at 140 Business Center Drive, Birmingham, AL 35244, called "the Contractor". The effective date of this agreement shall be August 1, 2016.

WHEREAS, the County desires to contract for Courtrooms Audio Systems Upgrades services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional 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 # 30-16. The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Technical Innovation constitutes essential components of this Contract and is adopted herein by reference. Those two components, addendums 1 through 3 and this CONTRACT document constitute the entire agreement between the parties.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**
The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on July 31, 2017, with the County's option to renew for two additional one year terms.
4. **SCOPE OF WORK:** See attached Exhibit #1
5. **COMPENSATION:** The Contractor shall be compensated a sum not to exceed \$300,000.
6. **PAYMENT TERMS:**
Contract approval-30%, all other invoice payments will be made after County acceptance/approval of completed milestones.
7. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. **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.
10. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
11. **NON-DISCRIMINATION:** 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.
12. **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.
13. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the

Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

15. 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.

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

16. STATEMENT OF COMPLIANCE:

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

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

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

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

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

Jefferson County Commission
James A. Stephens
PRESIDENT

Technical Innovation
David Gray

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

Jul-14-2016-566

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an Amendment to the Lease Agreement with Crown Castle extending the terms of the lease site to reflect

May 21, 2040. Revenue: \$10,000.00 at signing of the extension, 3% annual increase of the rate \$2,063.00, beginning May 22, 2020.

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this 14 day of July, 2016, by and between JEFFERSON COUNTY, ALABAMA ("Landlord"), and PINNACLE TOWERS LLC, a Delaware limited liability company, formerly Pinnacle Towers Inc., prior to a State of Delaware conversion on April 7, 2004 ("Tenant").

WHEREAS, Landlord and Southern Communications Services, Inc. ("SCS") entered into a Lease Agreement dated May 22, 1995 (as amended and assigned, the "Agreement"), whereby Landlord leased to SCS a portion of the land owned by Landlord and located at 1121 Lakeside Drive (Tax Parcel #43 00 04 0 000 150.008), McCalla, Jefferson County, State of Alabama, and being further described in Book 667, Page 728 in the Jefferson County Probate Court Land Records Office ("Land Records"). Notice of the Agreement is provided by that certain Memorandum of Lease ("Memorandum") dated January 12, 1998, and recorded July 8, 1998, in Book 9808, Page 8364 in the Land Records, which Memorandum includes a more particular description of the portion of said land being leased to Tenant, being described as an approximately 0.08 acre (3,484.8 square feet) portion of Landlord's property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property"); and

WHEREAS, SCS assigned all of its right, title and interest in the Lease to Tenant pursuant to an Assignment and Assumption of Lease Agreement dated March 4, 1998; and

WHEREAS, the Agreement has an original term, including all Extension Terms (as defined in the Agreement), that will expire on May 21, 2020 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.
2. Section 4 of the Agreement is amended by replacing "three (3) additional five (5) year terms" with "seven (7) additional five (5) year terms", thereby adding four (4) additional five (5)-year Extension Terms to the Agreement beyond the Original Term, and extending its total term to May 21, 2040, unless sooner terminated as provided in the Agreement.
3. Section 5 of the Agreement is amended by adding the following paragraph to the end thereto: Commencing on May 22, 2020, and on May 22 every year thereafter (each, an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date.
4. Section 6 of the Agreement is amended by replacing "third (3rd)" in each place it appears with "seventh (7th)".
5. Section 15 of the Agreement is amended by adding the following new paragraph to the end of the Section:

Tenant acknowledges that in the event Landlord installs on the Property any of Landlord's communications equipment used for emergency services, any interruption or interference to same creates a public safety concern. Therefore, Tenant agrees to correct, at Tenant's expense, any interference to Landlord's antenna and/or signal caused by Tenant or any of Tenant's current and future subtenants and any successors and/or assignees of subtenants at the Property. In the event of any such interference to Landlord's antenna or signal, Landlord shall notify Tenant and the parties shall work together to identify and rectify the interference. In the event it is determined that the interference is caused by Tenant's equipment or the equipment of one of Tenant's subtenants at the Property, if necessary to remedy the situation, the party with the interfering equipment shall power down its equipment (except for periodic testing purposes) until the interference is resolved. Failure of Tenant to take the action provided for herein to remedy any interference arising from Tenant equipment or the equipment of any of Tenant's subtenants at the Property within forty-eight (48) hours after receipt of written notice of such interference shall be deemed a breach of this Lease and Landlord shall have the right to power down the interfering equipment until the interference is resolved. If Tenant fails to commence any action to resolve the interference within twenty (20) days after receipt of such notice from Landlord and a determination that the interference is being caused by Tenant's equipment or the equipment of Tenant's subtenant at the Property, Landlord may terminate this Lease upon providing thirty (30) days' notice of termination, in addition to any other rights or remedies which may be available in law or equity, and any costs incurred by Landlord to enforce this provision shall be paid by Tenant. Landlord agrees that this paragraph shall not diminish Landlord's obligations under the first paragraph of this Section 15.

6. Section 19 of the Agreement is amended to add the following language: "Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court of Jefferson County, Alabama, Birmingham Division."

7. Section 21 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: Pinnacle Towers LLC c/o Crown Castle USA Inc. General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

8. In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to use and lease the Property, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Tenant agrees to pay to Landlord fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue. Once per calendar year, Landlord may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Landlord within sixty (60) days after Lessee's receipt of such written request.

9. Management of Hazardous Materials and Waste. During the term of the Agreement, Tenant shall not: (i) discharge, leak, emit, store, transport, or dispose of OR permit to be discharged, leaked, emitted, stored, transported, or the disposal of any hazardous material in or about the Land in violation of any applicable law; (ii) create or permit to be created any condition which would be deemed a nuisance or violate any applicable law. "Hazardous Material" shall mean any hazardous or toxic substance, product, material, or waste which is or becomes regulated by the United States government or State or local governmental authorities having jurisdiction over the Land.

10. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Landlord \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

11. Representations Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, to Landlord's knowledge, Landlord owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall use good faith efforts to obtain a no disturbance agreement for any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(d) Upon Tenant's request, Landlord shall cooperate with Tenant to cure any defect in Landlord's title to the Property which in the reasonable opinion of Tenant has an adverse effect on Tenant's use of the Property.

(e) To Landlord's knowledge, Tenant is not currently in default under the Agreement and no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

12. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant.

13. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This instrument may be executed in any number of

counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:
JEFFERSON COUNTY, ALABAMA
James A. Stephens

TENANT:
PINNACLE TOWERS LLC,
Lisa A. Sedgwick

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

Jul-14-2016-567

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment No.1 to the agreement with Ingenuity, Inc. changing the terms of the agreement to reflect June 2, 2016 through June 2, 2018, in the amount of \$25,000.00.

By: STATE OF ALABAMA
JEFFERSON COUNTY

CONTRACT NO. 00004985

Master Agreement Amendment No. 1

This Amendment to the Master Agreement dated the 3rd day of June, 2013 ("Master Agreement") is entered into effective the 1st day of April 2016, between the Jefferson County Commission, hereinafter referred to as "Jefferson County", and Ingenuity, Inc., hereinafter referred to as "Ingenuity".

WITNESSETH:

WHEREAS, Jefferson County desires to amend the Master Agreement; and

WHEREAS, Ingenuity wishes to amend the Master Agreement;

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

The original Master Agreement between the parties referenced above was approved by the Jefferson County Commission on May 30, 2013; minute book 165, pages(s) 53-55 is hereby amended as follows:

AMEND Master Agreement TO ADD THE FOLLOWING:

The end date for the Master Agreement will be changed from June 2, 2016 to June 2, 2018.

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

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

INGENUITY, INC.
Rick A. Hayes, President

Ingenuity

Statement of Work - 09

This Statement of Work ("SOW") dated April I, 2016 references and is incorporated within the Master Agreement ("Agreement") dated June 3, 2013 between the Jefferson County Commission ("Jefferson County") and Ingenuity, Inc. ("Ingenuity").

Services & Software: Ingenuity will provide Jefferson County two hundred (200) hours of training, mentoring and other professional services related to web development and Ingenuity's Web Development Content Management System ("TeamCMP") for the Fixed Price listed below. Ingenuity may provide additional hours of professional services beyond the two hundred (200) included in the Fixed Price. However, any additional hours must be preapproved by Jefferson County in writing or via email. Ingenuity will also provide TeamCMP maintenance and upgrades as defined below. Jefferson County shall not provide (and shall not allow any of its employees, contractors or agents to provide) TeamCMP, any TeamCMP applications, any TeamCMP source code, or the TeamCMP User's Manual to any other person or entity. Ingenuity shall retain all intellectual property rights and interests in TeamCMP and the TeamCMP applications on a worldwide basis, including (1) all ideas, designs, concepts, techniques, inventions, discoveries, and improvements, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) all works of authorship regardless of copyright ability but including copyrights and any moral rights recognized by law; and (3) all other similar rights.

Fixed Price: \$20,000 + Plus Maintenance and Upgrades Charges Listed Below

Hourly Rate: Jefferson County will pay Ingenuity \$100 per hour for any hours of professional services provided per this SOW that are in excess of the two hundred (200) hours included related to the Fixed Price. The total fees for these additional hours of professional services will not to exceed \$30,000.

Estimated Start Date: 04JO1J2016

Estimated End Date for Services: 03/31/2018

Maintenance and Upgrades: Ingenuity shall provide twenty five (25) hours of professional services and support to Jefferson County annually in support of Jefferson County's perpetual license to Ingenuity's Content Management Platform (TeamCMP) and the applicable websites. Ingenuity will invoice Jefferson County \$2,500, to include the twenty five (25) hours of professional services and support Payment Schedule: Ingenuity will invoice Jefferson County for the Fixed Price upon the execution of this SOW. Ingenuity will invoice Jefferson County annually for the maintenance and upgrades. Ingenuity will invoice Jefferson County for any additional hours of Services on a monthly basis. Jefferson County shall pay all invoices according to the terms of the Agreement.

Jefferson County Representative:

Chris Bookout

Jefferson County Commission

Ineenuity. Inc.

By: James A. Stephens

By: Rick A. Hayes

Title: President

Title: President

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

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

Jul-14-2016-568

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized, empowered and directed to execute the contract for "Temporary Staffing WWTP Operator" with ProEnergy Crafts, Inc. on behalf of Jefferson County, Alabama.

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

Jul-14-2016-569

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized, empowered and directed to execute the contract for "Temporary Staffing WWTP Operator" with American Healthcare Resources on behalf of Jefferson County, Alabama.

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

Jul-14-2016-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a Host Agency Agreement with Middle Alabama Area Agency on Aging (M4A) to provide a for training participants of the Senior Community Service Employment Program (SCSEP) for job readiness skills for a period July 1, 2016 through June 30, 2017.

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

The Commission President announced that it is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7(a) (3), Alabama code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Wednesday, July 27, 2016.