

STATE OF ALABAMA)

JEFFERSON COUNTY) May 19, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Minutes of May 5, 2016, be approved. Voting "Aye" Carrington, Knight, Bowman and Stephens.

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The Commission met in Work Session on May 17, 2016, and approved the following items to be placed on the May 19, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 11.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 4.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 18 and Addendum Item 1.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 21 and Addendum Item 3.

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May-19-2016-376

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

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

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

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

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

Z-2016-013      Jerrell Hendon, owner requests a change of zoning on part of Parcel ID# 13-13-3-003 001.001 in Section 13 Twp 16 South Range 2 West from C-4 (Package Store Liquor) to C-1 (Commercial) for a daycare. (Case Only: 2132 Carson Road, Birmingham, AL 35215)(CENTER POINT)(0.15 Acres MIL)

Motion was made by Commissioner Bowman seconded by Commissioner Knight that Z-2016-013 be approved. Voting "Aye" Bowman, Knight, Carrington and Stephens.

May-19-2016-377

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Merchant Transaction Processing Agreement and an Amendment to the agreement between Jefferson County, Alabama, First National Bank of Omaha and TSYS Merchant Solutions, LLC associated with the processing of debit and credit cards for payment in the surface parking lot and parking deck at the Birmingham Courthouse.

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

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May-19-2016-378

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

Municipal Election Services Agreements with the following municipalities to provide election services for the election to be held on August 23, 2016 and the run off election on October 4, 2016 (if required). These are revenue generating agreements.

City of Center Point - \$\$2,307	City of Kimberly - \$1,758
City of Clay - \$2,636	City of Midfield - \$2,681
City of Gardendale - \$3,470	City of Mountain Brook - \$8,145
City of Graysville - \$2,659	City of Tarrant - \$2,363
City of Hueytown - \$3,735	City of West Jefferson - \$1,242

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

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May-19-2016-379

WHEREAS, Jefferson County, Alabama has been designated as a recipient of Community Development Block Grant (CDBG) federal funds for the 2015-2016 program year; and

WHEREAS, Jefferson County Commission desires to enter into a Public Service contract agreement with The People Development Center for an amount not to exceed \$10,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and The People Development Center (CDBG13-05-M1-PDC) for an amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This Agreement is from Program Year 2015 federal funds.

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

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May-19-2016-380

WHEREAS, the United Way of Central Alabama, Inc (UWCA), an Alabama non-profit corporation operating as "211 Connects AL" desires to partner with the Jefferson County Commission; and

WHEREAS, the Jefferson County Office of Senior Citizens Services (OSCS) is willing to collaborate with UWCA; and

WHEREAS, UWCA and OSCS have established a voluntary partnership that seeks to expand and enhance services to and for seniors age 60+ in Jefferson County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Office of Senior

Citizens Services and the United Way of Central Alabama do hereby formalize their collaboration to ensure the availability of information and referral services and to eliminate the duplication of services for the benefit of seniors and people with disabilities in the region.

MEMORANDUM OF UNDERSTANDING

1. Parties: This agreement is made and entered into the day of 2016 by and between United Way of Central Alabama, Inc, an Alabama non-profit corporation ("UWCA"), and Jefferson County Office of Senior Citizens Services ("OSCS"), a governmental agency tasked with coordinating and providing services to seniors and people with disabilities in Jefferson County.

2. Purpose: UWCA and OSCS have established a voluntary partnership that seeks to expand and enhance services to and for seniors age 60+ in Jefferson County.

UWCA operates 2-1-1 Connects Alabama, the information and referral system in Jefferson County. OSCS operates the Aging and Disability Resource Center for Jefferson County as a single point of entry for seniors and persons with disabilities seeking help.

OSCS and UWCA desire to formalize their collaboration to ensure the availability of information and referral services and to eliminate the duplication of services for the benefit of seniors and people with disabilities in the region.

3. Term, This MOU is effective as of the date first stated above. Either party may terminate this MOU by giving written notice to the other party at least thirty (30) days prior to the effective date of termination stated in the notice or in such other manner as the parties mutually agree to in writing.

4. Responsibilities of the Parties: Both parties agree to:

- a. Collaborate on local projects pertaining to the provision of I&R services
- b. Maintain and update listings of the other party in their respective databases
- c. Periodically provide trainings to each other to assist in appropriate referrals, and
- d. Coordinate to prevent duplication of services, which may include agreeing to refer to each other for certain clients .or purposes

and acknowledging areas of expertise or specialization.

Signatures-to the memorandum will be recognized as a contract for the sharing of information as specified above.

5. Amendment and Other Items.

a. Relationship of the Parties. This MOU is not intended to create a joint venture, legal partnership or any other entity. Each party retains the sole right and responsibility to direct its agents and employees. In no event shall either party be liable for the debts or obligations of the other party.

b. Amendment. No amendment to this Agreement shall be effective unless signed by authorized representatives of both parties.

c. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all agreements, oral or written, between the parties on the subject matter contained herein.

To indicate their understanding of and agreement to the terms of the MOU, the parties have executed this instrument to be effective as of the date first stated above.

UNITED WAY OF CENTRAL ALABAMA, INC.

JEFFERSON COUNTY, ALABAMA

John A. Langioh, - President and CEO

James A. Stephens, President - Jefferson County Commission

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

May-19-2016-381

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following contractors to change the reimbursement rate from \$3.1152 per meal to \$3.1993 per meal for ineligible meals, per the Alabama Department of Finance.

- |                    |   |
|--------------------|---|
| City of Adamsville | First United Presbyterian Church of Forestdale      |
| City of Clay       | Grace Point - Mt. Olive                             |
| City of Fairfield  | Jefferson County Housing Authority - Spring Gardens |
| City of Fultondale | Positive Maturity - Shepherd Center East            |
| City of Vestavia   | Project Hopewell, Inc.                              |

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

May-19-2016-382

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

Master Services Agreement with People Admin to provide hosting and use of an online applicant management system for a period of twelve (12) months in the amount of \$37,485.

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

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May-19-2016-383

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and McPherson Companies to upgrade fuel card reader software from dial-up to digital services in the amount of \$100,488.

CONTRACT NO: CON-00008392

Fuel Management System Upgrade

THIS AGREEMENT entered into this 5<sup>th</sup> day of April 2016, by and between Jefferson County Alabama, hereinafter called "the County", and The McPherson Companies, Inc. called "the Contractor", located at 5051 Cardinal Street, Trussville AL 35173. The effective date of this agreement shall be , 2016.

WHEREAS, the County desires to contract for Fuelmaster upgrade and installation services for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said upgrade and installation services to the Jefferson County Commission Fleet Management;

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 to provide Fuelmaster Upgrade and Installation services for Jefferson County Commission. This contract and equipment quote dated 3/11/2016, describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A. Those two components constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:  
The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on July 31, 2016.
4. 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.
5. 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.
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. COMPENSATION: The contractor shall be compensated a sum of \$ 100,488
8. PAYMENT TERMS: Net 30
9. 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. and the County will not be obligated for same under this contract.

10. **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.

11. **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.

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

13. **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.

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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.

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

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF

CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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.

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,

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  
James A. Stephens, President - Jefferson County Commission

Chris Creel  
Authorized Representative

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

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May-19-2016-384

BE IT RESOLVED, by Jefferson County, Alabama, that the County enter into an agreement with the State of Alabama acting by and through the Alabama Department of Transportation for:

The Installation and /or Maintenance of Traffic Control Signals and/or Street Lighting for:

STPBH-9802(88) TOPICS - Phases VIII

Site 1: Montevallo Road @ Mayfield Avenue Site 1:

Site 3: Crosshaven Drive @ Green Valley Road

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Commission President for and in its behalf and that it be attested by the County Clerk and the seal of the County be affixed thereto.

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

Adopted and approved this 19<sup>th</sup> day of May, 2016

ATTESTED:

James A. Stephens

County Clerk

Commission President

For Official Use Only: ALDOT Agreement Number:

Region Tracking Number:

Project Number: STPBH-9802(88)

Region: ECR - Birmingham

County: JEFFERSON

STATE OF ALABAMA acting by and through the  
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the  
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or  
ROADWAY LIGHTING

This Agreement, in accordance with resolution number May-19-2016- dated (or minutes dated) May 19, 2016 attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the JEFFERSON COUNTY (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A)	(B)	(C)	(D)	(E)
	New	Equipment	Complete	Operation	Maintenance
	Installation	Upgrade	Removal		
Traffic Control Signal:		X		X	X
Intersection Flashing Signal/Beacon:					
Roadway Lighting:					

Other:

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-boxes) above and hereinafter signified

by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): (Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed) NOTE- if more space is needed, please use continuation sheets.

B, D and E Mayfield Avenue at Montevallo Road

B, D and E Crosshaven Drive at Green Valley Road

1. In the event the work to be accomplished above is identified by (A) and/or (B), the X STATE [:] MAINTAINING AGENCY will furnish and the X STATE n MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:

A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.

B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.

C. National Electrical Code, current edition.

D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.

E. Code of Alabama, 1975 (as Amended) with specific reference to:

(1) §23-1-113, Municipal Connecting Link Roads-Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].

(2) §32-5A-32, Traffic-Control signal legend.

(3) §32-5A-33, Pedestrian - Control signals.

(4) §32-5A-34, Flashing signals.

(5) §32-5A-35, Lane - Direction - Control signals.

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.

4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions.

Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or

associated hardware, or any claim, damage, loss, or expense to the person or property caused.

6. B.  All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The \_\_\_ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47 190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable:

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the [:] STATE MAINTAINING AGENCY.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.

9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Agreement.

11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama. 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: [Example: 5 - 3 sec, 12'; red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".] NOTE - If more space is needed, please use continuation sheets.

9 Vehicular Signal Heads - 300 MM, 3 Section Type LED



5 Vehicular Signal Head - 300 mm, 5 Section Type LED

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	Pedestrian Control	Make:	Model #:
Flashing	Lane Control	Fixed Time	Two Phase
School Flasher	Railroad Crossing	Semi Actuated	Four Phase
Other:		Full Actuated	<input checked="" type="checkbox"/> Eight Phase
		Other:	
		SYSTEM	YES      NO

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE F~ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.

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

15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons hereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

Legal Name of MAINTAINING AGENCY

Jefferson County, Alabama

Attest:

James A. Stephens, President - Jefferson County Commission

Agreement Recommended for approval:

Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this    day of    , 20

APPROVED:

RECORDED:

Region Engineer Signature

State Traffic Engineer Signature

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

May-19-2016-385

ORDINANCE NUMBER 1819

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION  
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE  
IN EXCESS OF 20 MPH ON CATHWICK DRIVE  
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of 20 MILES PER HOUR on CATHWICK DRIVE, lying within Jefferson County and outside any municipality hereinafter indicated:

CATHWICK DRIVE

From Cheshire Parc Way to Cheshire Cove Drive

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Paragraph 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama,

in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

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May-19-2016-386

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Five Mile Creek WWTP Vertical Conveyor Drive End Conversion project, such certified bids having been open on Thursday, November 19, 2015 and listed as follows:

Contractor	Amount Bid
1. B.H. Craig Construction Company	\$175,000.00
2. Baird Contracting Co., Inc.	\$179,000.00
3. Mark Johnson Construction, LLC	\$197,000.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Five Mile Creek WWTP Vertical Conveyor Drive End Conversion project be awarded to B.H. Craig Construction Company in the amount of \$175,000.00.

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

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

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May-19-2016-387

Municipal Water Pollution Prevention Resolution Form  
MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

BE IT RESOLVED that the Jefferson County Commission inform the Department of Environmental Management the following actions were taken by Jefferson County Commission:

1. Provided a copy of the MWPP Annual Reports for calendar year 2015 and reviewed the results of the reports as presented by the Environmental Services Department and the County Manager for the following:

Cahaba River WWTP  
Five Mile WWTP  
Leeds WWTP  
Prudes Creek WWTP  
Trussville WWTP  
Turkey Creek WWTP  
Valley Creek WWTP  
Village Creek WWTP  
Warrior WWTP

2. Set forth the following action plan intended to maintain effluent requirements contained in the NPDE permits, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plants:

- a) Complete capacity improvement projects currently under design and in the right-of-way acquisition phase in the Valley Creek WWTP Collection System.
- b) Complete the hydraulic model of the Valley Creek WWTP Collection System that is currently under development
- c) Complete SSES investigation and capacity analysis of wet-weather SSO areas in the Five Mile Creek and Valley Creek WWTP systems
- d) Develop corrective plans if deficiencies are discovered through SSES, hydraulic modeling or capacity analysis
- e) Continue to repair defects contributing to SSOs identified in ongoing work

- f) Provide adequate levels of maintenance to reduce the occurrence and volume of dry-weather SSO's
- g) Provide sufficient levels of training for personnel to improve maintenance practices to reduce the occurrence of dry-weather SSOs.

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

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May-19-2016-388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Custard Insurance Company in the amount of \$11,442.40 in return for execution of a Property Damage Release.

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

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May-19-2016-389

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

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

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May-19-2016-390

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

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

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May-19-2016-391

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Charles K. Burke is hereby denied.

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

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May-19-2016-392

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Jacquelin Y. Hill is hereby denied.

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

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May-19-2016-393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Richard Shane Tubbs is hereby

denied.

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

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May-19-2016-394

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

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

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May-19-2016-395

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

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

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May-19-2016-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Rosie Marie Turner is hereby denied.

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

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May-19-2016-397

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of David and Aimie Marshall in the amount of Two Thousand Seven Hundred Eighty Two and 56/100 (\$2,782.56) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to David and Aimie Marshall in the amount of \$2,782.56 and forward it to the County Attorney for disbursement.

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

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May-19-2016-398

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Cynthia Leeth in the amount of Seven Thousand Three Hundred Forty Eight and 21/100 (\$7,348.21) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Cynthia Leeth in the amount of \$7,348.21 and forward it to the County Attorney for disbursement.

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

May-19-2016-399

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Stephanie Agee in the amount of Nineteen Thousand Thirty Seven and 14/100 (\$19,037.14) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Stephanie Agee in the amount of \$19,037.14 and forward it to the County Attorney for disbursement.

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

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May-19-2016-400

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer fee reimbursement claim of Cathy Abercrombie in the amount of Three Hundred Sixty Three and 05/100 (\$363.05) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Cathy Abercrombie in the amount of \$363.05 and forward it to the County Attorney for disbursement.

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

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May-19-2016-401

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 the American Cancer Society to assist in its mission to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and patient services in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the American Cancer Society, Inc. ("American Cancer -Society"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the American Cancer Society is a 501(c)(3) organization which seeks to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and patient services; and

WHEREAS, the American Cancer Society meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the American Cancer Society, 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 April 30, 2017.
2. The County shall pay to the American Cancer Society a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The American Cancer Society shall use the public funds to assist in its mission to eliminate cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer through research, education, advocacy and patient services.

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

4. The American Cancer Society 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. The American Cancer Society 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 the American Cancer Society for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The American Cancer Society 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 American Cancer Society 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 the American Cancer Society nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the American Cancer Society 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

AMERICAN CANCER SOCIETY

James A. Stephens, President - Jefferson County Commission

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

\_\_\_\_\_  
May-19-2016-402

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 Aldridge Gardens to assist in funding to support its 2016 educational programs and services, to include adult educational programs, children and family educational programs, and community education events in the amount of \$25,000.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Aldridge Gardens applied for a grant of funds for \$2,500.00; and

WHEREAS, Aldridge Gardens is a 501(c)(3) organization which seeks funding to support its 2016 educational programs and services, to include adult educational programs, children and family educational programs, and community education events; and

WHEREAS, Aldridge Gardens meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Aldridge Gardens, 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 April 30, 2017.
2. The County shall pay to Aldridge Gardens a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Aldridge Gardens shall use the public funds to assist in funding to support its 2016 educational programs and services, to include adult educational programs, children anti amily educational programs, and community education events.

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

4. Aldridge Gardens 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. Aldridge Gardens shall create, collect and retain for inspection and copying by the County or its authorize 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 Aldridge Gardens for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Aldridge Gardens representative signed below, certifies by the execution of this agreement that no part of the funds paid by tire 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 Aldridge Gardens 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 Aldridge Gardens nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Aldridge Gardens 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

ALDRIDGE GARDENS

James A. Stephens, President - Jefferson County Commission

Tynette Lynch, Chief Executive Officer

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

\_\_\_\_\_  
May-19-2016-403

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 the Birmingham Zoo, Inc. to assist in building a new area called the Asian Passage and Arrival Experience in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, the Birmingham Zoo, Inc. ("Birmingham Zoo"), applied for a grant of funds for \$2,500.00; and  
WHEREAS, the Birmingham Zoo is a 501(c)(3) organization which seeks to build a new area at the Birmingham Zoo called the Asian Passage and Arrival Experience; and

WHEREAS, the Birmingham Zoo meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Birmingham Zoo, 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 April 30, 2017.
2. The County shall pay to the Birmingham Zoo a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Birmingham Zoo shall use the public funds to assist in building a new area at the Birmingham Zoo called the Asian Passage and Arrival Experience.

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

4. The Birmingham Zoo 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. The Birmingham Zoo 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 the Birmingham Zoo for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Birmingham Zoo 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 Birmingham Zoo representative signed below, certifies by the execution of this agreement that no part of the fluids 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 the Birmingham Zoo 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 govern, body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agent which shall be cause for termination. Upon such termination the Birmingham Zoo 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

BIRMINGHAM ZOO, INC.

James A. Stephens, President - Jefferson County Commission

Karen N. Carroll, Vice President - Development

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

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May-19-2016-404

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 Art Fund of Birmingham, Inc. (Birmingham Museum of Art) to assist in funding the Caribbean Heritage Family Festive in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Art Fund of Birmingham, Inc. ("Birmingham Museum of Art"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Birmingham Musetun of Art is a 501(c)(3) organization which seeks funding for the Caribbean Heritage Family Festival scheduled for June 11, 2016, which invites the community to celebrate the arts and culture of this region with art activities, lectures, tours and more at the Birmingham Museum of Art; and

WHEREAS, the Birmingham Museum of Art meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Birmingham Museum of Art, 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 April 30, 2017.
2. The County shall pay to the Birmingham Museum of Art a learp sum payment of \$2,500.00 upon execution of this agreement.



3. The Birmingham Museum of Art shall use the public funds to assist in funding for the Caribbean Heritage Family Festival scheduled for June 11, 2016, which invites the community to celebrate the arts and culture of this region with art activities, lectures, tours and more at the Birmingham Museum of Art.

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

4. The Birmingham Museum of Art 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. The Birmingham Museum of Art 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 the Birmingham Museum of Art for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Birmingham Museum of Art 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 Birmingham Museum of Art 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 purchase 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 the Birmingham Museum of Art nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

THE ART FUND OF BIRMINGHAM, INC.

\_\_\_\_\_, Director

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

Jefferson County Commission  
Unusual Demands  
5/19/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 233837	11102.45	158387	4475
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 233852	1093.70	158389	4475
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO.234599	817.35	158390	4475
TOTAL					3013.50		
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	REGISTRATION FEE DUE FOR SPRING WKSHOP	50.00	152078	3867
TOTAL					50.00		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASEH OFFICE SUPPLIES FLASH DRIVES	191.86	157536	4332
TOTAL					191.86		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	CALIBRATION TEST KIT FOR GSOC PLUMBING SHOP	150.00	157541	4335
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 4x8 SHEET OF FOAM BOARD FOR BHCH	14.82	157877	4376
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 1 DUCT DETECTOR FOR 2121 BLDG	278.51	158048	4409
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR EMPLOYEE'S CDL RENEWAL	30.00	158663	4520
TOTAL					473.33		
10004140	SF ENFORCEMENT- BH	100193	JEFFERSON CO TREASURER	FEDEX OFFICE 15170035039	293.20	158645	4515
TOTAL					293.20		
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	SAM CLUB TC#3665 34001034 6776 3295	63.64	158650	4519
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	FOUNDRY MINISTRIES TICKET# FF- 308277	100.00	158652	4519
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP 4-21- 16	61.20	158655	4519

10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP 4-15-16	39.56	158656	4519
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP 4-18-16	40.80	158657	4519
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURE	WALMART TC60265088369843435372	73.00	147216	3358
10004180	SF CORRECTIONS-BH	100128	JEFF CO DEPUTY TREASURER	RECORDED LEVY FOR LISA HOPE ANTOINE	16.00	147525	408
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	WAL MART TC#43279297 9876-25259580	63.00	158648	4518
TOTAL					152.00		
1000400	CORONER	100193	JEFFERSON CO TREASURER	POWER CALBE FOR PORTABLE BODY COOLER TRAILER	29.98	158769	4544
TOTAL					29.98		
10004800	STORMWATER MGT	100193	JEFFERSON CO TREASURER	Petty Cash for Travel Overage	3.26	157490	4317
10004800	STORMWATER MGT	100193	JEFFERSON CO TREASURER	PETTY cash for travel overage	4.78	157491	4318
10004800	STORMWATER MGT	100193	JEFFERSON CO TREASURER	Petty Cash	30.81	158266	4456
10004800	STORMWATER MGT	100193	JEFFERSON CO TREASURER	REGISTRATION	25.00	158614	4504
10004800	STORMWATER MGT	131477	LYN DICLEMENTE	TRVL REIMBURSEMENT	113.17	158289	4459
TOTAL					177.02		
21305400	R&T HWY ENG CONS	100193	JEFFERSON CO TREASURER	SPRAY PAINT, MASONARY STRING	32.30	158136	4435
TOTAL					32.30		
21305500	R&T HWY MNT	100193	JEFFERSON CO TREASURER	LIGHT BAR, KEYS, PAINT, TUBING, SUPPLIES	224.31	158291	4460
21305500	R&T HWY MNT	100193	JEFFERSON CO TREASURER	WIRELESS KEYBOARD-CAMP BESSEMER	19.94	158888	4548
TOTAL					224.25		
21305500	R&T MNT KET	100193	JEFFERSON CO TREASURER	CDL LICENSE FEE	20.00	157578	4341
21305500	R&T MNT KET	100193	JEFFERSON CO TREASURER	RETIREMENT CERT FRAMES	120.50	157607	4344
21305500	R&T MNT KET	100193	JEFFERSON CO TREASURER	GREASE GUNS FOR EQUIPMENT MAINT KETONA	107.94	158113	4431
21305500	R&T MNT KET	100193	JEFFERSON CO TREASURER	PVC MATERIAL PADDLES, SOLIGHTS, FUEL PUMP, FILES	239.10	158408	4480
TOTAL					487.50		
21401301	BD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	Petty Cash-C Thomas-Personnel POSTER	69.98	158087	4414
21401301	BD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	PETTY CASH C THOMAS PERSONNEL POSTERS 2 <sup>ND</sup> SET	69.98	158087	4414
TOTAL					139.96		
60407210	SEWER CONS INSPEC	100193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL	70.00	158373	4471
TOTAL					70.00		
60407211	SEWER SURVEY	100193	JEFFERSON CO TREASURER	PRESSURE WASHER	399.00	157747	4357
TOTAL					399.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	HOSE;CLAMPS;JB WELD;NUTS;RELAY;BATTERIES;	340.16	158299	4363
TOTAL					340.16		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	COBWEB BRUSH, HOSE CLAMPS FOR DRYING BEDS	41.74	157786	4361
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	EPOXY PUTTY, REPAIR KIT	12.35	157788	4361
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WIPER BLADES	10.92	157791	4361
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	FUEL FILTER	9.00	157794	4361
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SAMPLE BOTTLES, CAPS	140.00	157795	4361
TOTAL					214.01		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Petty Cash Weedeater line, gas can, and tank spray	63.91	157537	4334
TOTAL					63.91		
70101750	PERSON BD TESTING	100193	JEFFERSON CO TREASURER	Employee Mileage Reimbursement- B. BUSH	40.88	158681	4523
70101750	PERSON BD TESTING	130667	DAVID WIDEMAN	Assessor Reimbursement-David WIDEMAN	382.04	158902	4549
70101750	PERSON BD TESTING	130669	TARA BRYANT	Assessor Reimbursement -Tara Bryant	291.32	158892	4549
70101750	PERSON BD TESTING	130680	MELANIE SILVA	April Assessor- Melanie Silva	155.20	158897	4549
70101750	PERSON BD TESTING	134245	WENDYMAJTYKA-HARTMAN	Assessor Reimbursement-Wendy MAJTYKA HARTMAN	202.00	158895	4549
70101750	PERSON BD TESTING	134246	IORIN JOINER	Assessor Reimbursement	245.00	158894	4549
70101750	PERSON BD TESTING	134247	STANLEY HUDGINS	Assessor Reimbursement-Stanley HUDGIN	334.52	158893	4549
TOTAL					1650.96		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA - PETTY CASH 5-5-16	633.49	158640	4514
GRAND TOTAL					\$ 9,061.67		

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

May-19-2016-405

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month(s) of February, 2016 and March, 2016.

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

May-19-2016-406

Excess Workers Compensation  
Midwest Employers Casualty Company's  
Claim Administration and Payment Assignment Agreement

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County Commission and Midwest Employers Casualty Company ("MECC") to grant MECC the sole responsibility and liability for the administration and disposition of all aspects of the Assigned Claims, including without limitation, the investigation, handling, settlement, defense and appeal of the Assigned Claims and payment of all loss and expenses arising under or relating to the Assigned Claims. The Assigned Claims are claims which we have made payments that have exceeded the applicable Specific Retention of the Excess policy.

Claim Administration and Payment  
Assignment Agreement

Whereas, Midwest Employers Casualty Company ("MECC") and Jefferson County Commission ("INSURED") enter into this Claim Administration and Payment Assignment Agreement ("Agreement"), which shall become effective fifteen (15) days after the Insured signs the Agreement ("Effective Date").

Whereas, MECC has issued excess workers' compensation indemnity policies ("Excess Policies") to the INSURED.

Attached hereto as Exhibit A is a listing of excess claims (hereinafter "Assigned Claims") for which the INSURED has made payments that have exceeded the applicable Specific Retention of the Excess Policies. Exhibit A may be amended by the parties, from time to time, to add other excess claims in reimbursement.

MECC has reimbursed the INSURED on the Assigned Claims in accordance with the terms and conditions of the Excess Policies.

Since the payments on the Assigned Claims have exceeded the applicable Specific Retention of the Excess Policies, the INSURED has agreed to assign, and MECC has agreed to take over, the administration and disposition of the Assigned Claims as described below.

NOW, THEREFORE, intending to be legally bound, in consideration of the covenants, assumptions, promises, payments, agreements and other good and valuable consideration recited and set forth herein, the receipt of which is hereby acknowledged, MECC and the INSURED agree as follows:

1. Assignment of Administration and Claim Payments. From and after the Effective Date, MECC will be solely responsible and liable for the administration and disposition of all aspects of the Assigned Claims, including, without limitation, the investigation, handling, settlement, defense and appeal of the Assigned Claims and payment of all loss and expenses arising under or relating to the Assigned Claims. INSURED hereby grants and assigns to MECC authority to administer the investigation, handling settlement, defense, appeal and payment of loss and expenses arising under or relating to the Assigned Claims and such matters will be under MECC's control and within its sole discretion. MECC will bear all expenses and costs incurred by it in connection with the administration and disposition of the Assigned Claims.

In its sole discretion, MECC may select a third party administrator ("TPA") to perform claims administration services pertaining to the Assigned Claims.

INSURED will cause all information and notices regarding the Assigned Claims actually received by the INSURED after the Effective Date to be promptly reported to MECC or MECC's designated representative, and will undertake reasonable measures to ensure that all such notices are promptly delivered to MECC or MECC's designated representative.

All loss and expenses regarding the Assigned Claims that MECC determines to constitute reimbursable loss under the Excess Policies will be paid directly and promptly by MECC.

2. Cooperation. INSURED and MECC agree to act in good faith and cooperate with each other in effecting the assignment of the Assigned Claims provided for in this Agreement, including signing any additional papers necessary.

Upon demand by, and in accordance with instructions of MECC, INSURED shall deliver, or cause to be delivered, originals or copies of all claim file materials, records and data pertaining to the Assigned Claims to MECC or its designated representative, as are necessary for MECC to perform its obligations under this Agreement. MECC or its designated representative shall retain the claim files, and other documents received by it from INSURED as required by applicable law. Upon reasonable notice, MECC and INSURED will each be entitled to reasonable access to the books and records of the other party at any reasonable time, but only to the extent such materials pertain to the Assigned Claims under this Agreement. Each party will pay its own expenses associated with any such review of books and records.

INSURED hereby authorizes the release and disclosure of all claim file materials, records and data pertaining to the Assigned Claims directly to MECC, or its designated representative, from the INSURED's TPA or any other third party that possesses such information.

3. Regulatory Approval. INSURED and MECC shall take all actions necessary to assist each other in obtaining all requisite regulatory approvals, if any, or responding to information requests of those insurance regulatory authorities asserting jurisdiction over the transactions herein described.

4. Assessments. INSURED shall be responsible for any and all loss-based assessment(s) relating to loss payments made on the Assigned Claims (including, but not limited to second injury funds, guaranty funds and similar loss-related assessments), including those for loss payments made by MECC after the Effective Date. MECC shall provide the INSURED with the loss payment information necessary to calculate the amount of assessments due.

5. Reporting. MECC and the INSURED shall coordinate the continued regulatory claims data reporting relating to the Assigned Claims. If after the Effective Date, the INSURED continues to bear the legal responsibility of regulatory claims data reporting for the Assigned Claims, MECC shall timely provide the INSURED, or its designee, with the pertinent information necessary to meet said reporting requirements.

6. Indemnification and Hold Harmless. MECC agrees to indemnify, defend and hold the INSURED harmless for and against any and all claims, damages, liability, suits, actions, proceedings, costs, fines, penalties or expenses, whatsoever, including payment of reasonable attorneys' fees and costs, suffered or incurred by the INSURED in connection with or in any way arising out of MECC's actions or inactions, occurring after the Effective date, in administering the Assigned Claims. This indemnification and hold harmless shall not extend to, and MECC shall not be responsible for, any liability arising from the INSURED's failure to meet its own obligations in Section 4. Assessments

or in Section 5. Reporting, as set forth above.

7. Other Rights Under the Policy Not Affected. The Parties recognize that this Agreement does not alter, affect, or purport to discharge any other right, duty, or obligation of INSURED or MECC under the Excess Policies both in connection with the Assigned Claims or any other workers' compensation claims against INSURED.

8. Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to any rules of conflict or choice of laws.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all, which together shall constitute one and the same instrument. The parties may sign and deliver this Agreement by electronic transmission. Facsimile signatures, signatures on an electronic image (such as .pdf or jpg format), and electronic signatures shall be deemed to be original signatures.

INSURED  
James A. Stephens, President - Jefferson County Commission

Midwest Employers Casualty Company  
Tom Lentz, Vice President and CFO

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

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May-19-2016-407

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 4/22/16 - 4/28/16

1. ROADS & TRANSPORTATION FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF GRAVEL & RIP RAP FOR THE PERIOD OF 04/01/2016 – 03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 104 -15
2. ROADS & TRANSPORTATION FROM WADE SAND AND GRAVEL, BIRMINGHAM, AL, TO APPROVE BID RENEWAL FOR THE PURCHASE OF GRAVEL & RIP RAP FOR THE PERIOD OF 04/01/2016 – 03/31/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL) REFERENCE BID # 104 - 15

FOR WEEK OF 4/29/16 - 5/5/16

1. ENVIRONMENTAL SERVICES CAHABA RIVER WWTP, FROM PUMP & PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR PURCHASE AND INSTALLATION OF FAIRBANKS MORSE MODEL C2446 PUMP AND CHESERTON 442 SPLIT MECHANICAL SEAL FOR THE PERIOD OF 05/23/2016 - 05/22/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. REFERENCE BID # 64 - 16
2. ALL DEPARTMENTS FROM OFFICE DEPOT, NORCROSS, GA, BID EXTENSION FOR OFFSITE DIGITAL PRINT AND COPY SERVICES FOR THE PERIOD OF 05/01/2016 - 06/30/2016. REFERENCE BID # 68 – 13
3. WWTP ELECTRICAL MAINTENANCE FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL TO CLEAN RECONDITION AND REPAIR GENERATOR, SERIAL#4XF00512. REFERENCE BID# 135-13
4. MULTIPLE DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL TO APPROVE BID RENEWAL FOR TONER COMPUTER IMAGING SUPPLIES FOR THE PERIOD OF 04/22/2016 -04/22/2017 TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL) REFERENCE BID # 38 - 14
5. MULTIPLE DEPARTMENTS FROM AIRGAS USA, LLC, ATLANTA, GA, TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 139 - 14
6. MULTIPLE DEPARTMENTS FROM BATTERIES PLUS, TRUSSVILLE, AL TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 150 - 14
7. MULTIPLE DEPARTMENTS FROM AUTO ELECTRIC & CARBURETOR D/B/A/ SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 151 - 14
8. MULTIPLE DEPARTMENTS FROM SUNSHINE SUPPLIES, WATSON, AL, TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 166 - 14
9. MULTIPLE DEPARTMENTS FROM MEDLINE INDUSTRIES, PALATINE, IL, TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 55 - 15

10. MULTIPLE DEPARTMENTS FROM LABSOURCE, CHICAGO, IL TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 55 - 15
11. MULTIPLE DEPARTMENTS FROM LABSCO, DALLAS, TX TO CORRECT CONTRACT RENEWAL PERIOD FROM 10/01/2016 - 03/31/2017 TO 10/01/2016 - 09/30/2017. REFERENCE BID # 55 – 15
12. WWTP ELECTRICAL MAINTENANCE FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL TO CLEAN RECONDITION AND REPAIR GENERATOR, SERIAL#4XF00512. REFERENCE BID# 135-13

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

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May-19-2016-408

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 4/22/16 - 4/28/16 AND 5/5/16, BE AND HEREBY IS APPROVED.

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

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May-19-2016-409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date April 29, 2016 and Regions Bank credit card statement with closing date of May 5, 2016.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Tax Assessor - Birmingham

John Powe	\$2,535.78
Gaynell Hendricks	\$2,624.25
AATA Conference	
Perdido Beach, AL – June 11-16, 2016	

Individual Staff Development

Coroner - Medical Examiner

Derrick Perryman	\$1,647.22
Basic Forensic Photography	
Palm Springs, FL – June 12-18, 2016	

General Services

Brian Kelley	\$39.00
Pesticide Class	
Calera, AL – May 12, 2016	

Information Technology

Chris Bookout	\$2,546.00
Environmental Systems Research Institute	
San Diego, CA – June 26 – July 1, 2016	

Land Planning & Development Services

Jeff Gunter	\$1,928.78
2016 Water Environment Conference	
New Orleans, LA - September 25-29, 2016	

Storm Water Management Agency Zhaleh McCullers Environmental Law Conference Destin, FL – June 9-11, 2016	\$1,031.03
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For Information Only

Sheriff's Office	
Anthony Rupent	\$1,046.65
Joyce Agee	\$1,046.65
FTO Field Training Florence, AL – May 22-27, 2016	
Ryan Murkerson	\$275.00
Nathan Nichols	\$275.00
ACTAR Traffic Accident Nashville, TN – June 4, 2016	
Rodolfo Aguilar	\$1,370.74
B. Caye Alexander	\$1,345.74
Angel Santiago	\$1,370.74
2016 Gang Prevention Seminar Daytona, FL – June 5-9, 2016	
Aubrey Finley	\$1,015.10
Alabama Chapter FBINAA Career Development Orange Beach, AL – June 5-8, 2016	
Brandon Gray	\$749.90
Jeffrey Perkins	\$749.90
Successful Use Of Online Social Networking Decatur, GA – June 20 -22, 2016	

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

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May-19-2016-410

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide maintenance support for Vmware virtual server software for the period May 21, 2016 - May 20, 2017 in the amount of \$41,109.42.

CONTRACT NO.: 00006051

Contract Amendment No. 11

This Amendment to Contract entered into the 1<sup>st</sup> day of May 2016, between Jefferson County, Alabama, hereinafter referred to as "the County;" and Teklinks, Inc. hereinafter referred to as the "Contractor" to provide VMware Software Service Maintenance Support Renewal.

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. 00006051. The original contract between the parties referenced above, was approved by the Commission on May 08, 2014, MB 166, Pages 234- 236 and Amendment I approved on June 4, 2015, MB 168, Pages 117-178

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION: The contractor shall be compensated a sum in the amount of \$41,109.42

AUTHORIZATION TO PERFORM WORK: May 21, 2016 - May 20, 2017

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

JEFFERSON COUNTY COMMISSION

Teklinks, Inc.

James Stephens, President

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

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting

“Aye” Carrington, Bowman, Knight and Stephens.

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

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, June 9, 2016.

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President

ATTEST

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Minute Clerk