

STATE OF ALABAMA)

JEFFERSON COUNTY) July 27, 2016

The Commission convened in regular session at the Bessemer Justice Center at 9:00 A.M., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of July 14, 2016, be approved. Voting "Aye" Bowman, Brown, Carrington, Knight, and Stephens.

The Commission met in Work Session on Tuesday, July 26, 2016, and approved the following items to be placed on the July 27, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 – 11, plus 2 additional items.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 - 2.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 – 17, plus 1 additional item and item #3 on the addendum.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 – 5, plus one additional item.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 – 34, plus items #1 and 2 on the addendum.

JUL-27-2016-571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Amendment No. 2 to the Agreement between Jefferson County, Alabama and Cintas Corporation to provide pick up and deliver of micro fiber mops and floor mats to Cooper Green Mercy Health Services for a period October 1, 2016 through September 30, 2017 in the amount of 7,600.00.

Contract Amendment

This is Amendment 2 to Contract entered into the 15' day of October, 2014 between Jefferson County, Commission, d/b/a/ Cooper Green Mercy Health Services, and Cintas Corporation, hereinafter referred to as the "Contractor" to pick up and deliver micro fiber mops and floor mats to Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006777. Amendment I of the Contract between the parties referenced above, was approved by the Commission on August 13, 2015; recorded in MB 168, Page (s) 343 344, and is hereby amended as follows:

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

Compensation shall not exceed the original contract amount of \$7,600 for this term.

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

JEFFERSON COUNTY COMMISSION:

James A. ".Jimmie" Stephens, President

CONTRACTOR:

Cintas Corporation Authorized Representative

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

JUL-27-2016-572

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Laborie Medical Technologies Corporation to provide maintenance service to the Portascan 3D system at Cooper Green Mercy Health Services for a period May 28, 2016 through May 27, 2017 in the amount of \$1,050.00.

SUPPORT AND MAINTENANCE SERVICES AGREEMENT

A. LABORIE and the Customer have entered into one or more agreements wherein Customer has purchased certain urodynamics equipment from LABORIE, which may include software licensed as part of such equipment (the "Equipment Agreement");

B. The Customer has requested that LABORIE provide the Services (as hereinafter defined) to the Customer in connection with the Equipment and the Parties have agreed to enter into this Agreement to govern the terms and conditions of the provision of the Services.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. SERVICES

1.1 During the Term, subject to the full payment of the Fees commensurate with the specific Service Level chosen by the Customer (as set forth in Schedule A), and subject to the restrictions set forth herein, LABORIE will provide the following Services:

(a) Extended warranty service for the Equipment, consisting of acceptance of defective Equipment from Customer for repair or replacement in accordance with the warranty terms in the Equipment Agreement and LABORIE's standard RMA procedures (including Customer's responsibility for arranging shipment of all Equipment at Customer's expense), such repair or replacement to be billed at LABORIE's standard rates, subject to any adjustments pursuant to Customer's purchased Service Level;

(b) Advice provided telephonically on the use and maintenance of the Equipment and Software where such Equipment and Software are not operating in accordance with their specifications;

(c) Instruction provided telephonically on the use and maintenance of the Equipment and Software where such instructions are not included in the documentation accompanying the Software; and

(d) Remote support (excluding Urocaps) respecting Software via Internet access, which may include making setup modifications, studying software modifications, and providing general system maintenance, provided that Customer supplies a broadband connection from their Internet provider to facilitate the use of remote assistance software; and

(e) Commercially reasonable efforts to correct any defects in the Software which prevent the Software from operating in accordance with its specifications, which may take the form of providing existing Updates or Upgrades which correct or work around such defects, specific bug fixes, special releases to remedy defects in the

Software or, where bugs or defects are not critical (as determined in LABORIE's sole discretion) inclusion of fixes in a future scheduled release of the Software.

SUPPORT AND MAINTENANCE SERVICES AGREEMENT

1.2 In addition to the Services described in Section 1.1 above, Customer will be entitled to obtain the Services for the specific Service Level purchased by Customer, as set forth in Schedule A. To the extent of any conflict between the Services to which the Customer is entitled as set forth in this Section 1 and as set forth in the applicable Service Level description in Schedule A, the Service Level description in Schedule A shall prevail.

1.3 With respect to the extended warranty service described in Section 1.1(a), if LABORIE finds, upon inspection of the affected Equipment, that the problem sought to be resolved is not due to a manufacturer's defect covered by the original new product warranty or by the terms of the Equipment Agreement, LABORIE will notify the Customer and advise Customer of the additional repair costs involved. Should the Customer choose to have the repair done at the stated additional cost, the Customer shall submit authorization to LABORIE in writing, which authorization shall indicate the specific Equipment involved, as well as the amount agreed to. Upon receipt by LABORIE of such written authorization, LABORIE shall perform the authorized repair and shall bill the Customer for such repair.

Where Customer is entitled to obtain loaner equipment as part of the extended warranty service described in Section 1.1 (a) and their purchased Service Level, such loaner equipment shall be subject to the terms and conditions of the Equipment Agreement. Upon the repaired or replaced Equipment being provided to Customer, Customer shall immediately return such loaner Equipment to LABORIE. Arranging shipment of all loaner equipment to and from Customer facilities shall be Customer's responsibility and at Customer's expense.

1.5 LABORIE's obligations to perform the Services hereunder, as applicable, will apply only to the specific Equipment and Software identified in Schedule A. Unless otherwise expressly agreed upon by the Parties in writing, the Services shall be available between 13:30 a.m. to 7:30 p.m., Eastern Time, Monday to Friday, excluding Canadian statutory or national holidays (each a "Business Day").

1.6 Except as specifically set forth in a Service Level, the following services (the "Excluded Services") are specifically not included in the Services:

- (a) Installation of the Equipment or Software;
- (b) On-site support related to the Equipment or Software;
- (c) Equipment hardware modifications or upgrades;
- (d) Software Updates or Upgrades;
- (e) Corrections of defects found by Laborie to be:
 - (i) In other than a current, unaltered release of the Equipment or Software provided free of charge to Customer; caused by negligence of the Customer or by modifications made to the Equipment or Software by the Customer;
 - (iii) Arise from use or interoperability of the Equipment or Software in combination with hardware or software not specifically approved by LABORIE;
 - (iv) Caused by normal wear and tear;
 - (v) Caused by improper or unauthorized use of the Equipment or Software;
 - (vi) Caused by use of the Equipment or Software in a manner contrary to, or otherwise not in accordance with, documentation, guidelines or instructions provided by LABORIE in relation to the Equipment or Software; due to external causes such as, but not limited to, power failure or electrical power surges; or
 - (viii) Defects which do not prevent the Equipment or Software from operating in accordance with its specifications.

Additionally, issues respecting laptops, desktop/personal computers, keyboard, mouse, pointing device, tablets, PDAs, printers and cartridges, monitors, electronic catheters, carts and Stille products are not covered under this Agreement, and LABORIE shall have no obligation whatsoever to perform any Services in relation to such items.

1.7 Customer is solely responsible for backing up any and all critical files on a regular basis, prior to any Services being performed by LABORIE, including any repair, troubleshooting, or testing, and LABORIE shall in no event be liable for the loss of any software files, data or otherwise.

2. TERM AND TERMINATION

2.1 The term of this agreement shall be one (1) year from the Effective Date or such other period as indicated in Schedule A (the "Term"). Unless deemed ineligible by LABORIE, Customer may renew this Agreement on a yearly basis thereafter (each a "Renewal Term") by notifying LABORIE of its intent to renew this Agreement and by paying the applicable Fee for such

Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to as the "Term".

2.2 This Agreement may be terminated immediately upon notice for cause if:

a) Either Party commits a material breach of this Agreement, or consistently fails to properly perform and observe its obligations under this Agreement, and fails to rectify the situation within thirty (30) calendar days of the non-breaching Party delivering notice of the breach or consistent failure to perform; or

b) Either Party becomes insolvent, or a receiver or receiver manager is appointed for any part of the property of such Party, or such Party makes an assignment, proposal or arrangement for the benefit of its creditors or such Party files an assignment in bankruptcy, or any proceedings under any bankruptcy or Insolvency laws are commenced against such Party.

2.3 LABORIE shall have the right to terminate this Agreement immediately upon notice to the Customer if the Equipment Agreement or the Software license therein is terminated for any reason.

2.4 Each Party shall have the right to terminate this Agreement for convenience upon thirty (30) days' notice to the other Party.

2.5 Termination of this Agreement shall not affect Customer's payment obligation for any Services rendered by LABORIE prior to the date of termination, and unless Customer terminates this Agreement for LABORIE's breach, or LABORIE terminates this Agreement for convenience, LABORIE shall have no obligation to refund any pre-paid Fees to Customer. LABORIE shall not be obligated to provide any Services after the expiration or termination date, for whatever reason.

2.6 Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

3. FEES

3.1 Customer shall pay fees for the Services in accordance with the fee schedule set forth in Schedule A (the "Fee"). LABORIE shall invoice the Customer in respect of the Fee, and the Customer shall pay the Fee within thirty (30) days following receipt of such invoice.

3.2 LABORIE reserves the right to change the fee schedule for Services for any Renewal Term, provided that LABORIE shall provide the Customer with written notice of any such change in the fee schedule at least thirty (30) days in advance of the applicable Renewal Term.

3.3 Customer is responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of LABORIE. Unless otherwise indicated, all amounts payable by Customer under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Software or Support Services, the execution of this Agreement or otherwise. Please disregard if the customer is tax exempt.

3.4 If Customer fails to pay any amount due under this Agreement within thirty (30) days of such payment becoming due and payable, in addition to any other rights and remedies available to LABORIE, LABORIE shall be entitled to charge interest on all outstanding amounts at the lesser of 18% per annum or the maximum rate permitted by law, such interest commencing as of the due date for such payment. Customer shall also be responsible for paying for all reasonable fees and costs incurred by LABORIE, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.

3.5 All amounts herein are in United States dollars.

3.6 LABORIE reserves the right to invoice Customer for additional services requested by Customer that are not included in the Services but are provided by LABORIE to Customer, whether pursuant to Section 1.6 or otherwise, provided that LABORIE provides Customer with notice that such additional services are not included

in the Services and are subject to LABORIE's then-current time and materials fee schedule for such services. Invoices for such additional services shall be subject to payment in accordance with this Section 3.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Customer acknowledges and agrees that LABORIE shall own all intellectual property rights (whether or not patentable or registerable under copyright, trade mark or similar legislation or subject to analogous protection) in and to the Equipment and Software, including any and all enhancements and modifications made to the Equipment Software, and all work conceived, created, invented produced, designed or reduced to practice by LABORIE and its personnel as a result of or with respect to any, and all Services provided to the Customer pursuant to this Agreement (collectively, the "Modifications"). The Customer's rights and obligations relating to the use of the Equipment Software shall be governed by the terms of the Equipment Agreement regardless of whether the Customer, its employees or contractors may have contributed to any Modifications in any way.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY

5.1 Limited Warranty. LABORIE warrants that all Services provided in accordance with the terms of this Agreement shall be provided in a competent, professional manner by persons who are full trained and qualified in respect of the Equipment and Software. LABORIE does not represent or warrant that the Services provided hereunder will be capable of achieving a particular result for the Customer's business, or that the operation of the Equipment or Software will be error free or uninterrupted, or that all defects or errors in the Equipment or Software can be found or corrected, although LABORIE shall use commercially reasonable efforts to do so.

5.2 Limitation of Liability. OTHER THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LABORIE MAKES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, SOFTWARE, MODIFICATIONS, THE SERVICES OR ANY OTHER SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SPECIFICALLY PROVIDED (IN THE EQUIPMENT AGREEMENT, THE CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE EQUIPMENT, THE SOFTWARE, AND THE MODIFICATIONS, IN NO EVENT SHALL LABORIE BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE, INABILITY TO USE OR THE PERFORMANCE OR NON PERFORMANCE OF, THE EQUIPMENT, THE SOFTWARE, THE MODIFICATIONS, OR THE PROVISION OF THE SERVICES, EVEN IF LABORIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM, OR IT IS FORESEEABLE. IN NO EVENT SHALL LABORIE'S MAXIMUM AGGREGATE LIABILITY TO THE CUSTOMER FOR DIRECT DAMAGES EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES PERFORMED BY LABORIE IN ACCORDANCE WITH THIS AGREEMENT WITHIN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE LIMITATIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM.

6. GENERAL

6.1 Notices: Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to LABORIE or Customer at their respective addresses appearing in this Agreement, or to such other address as one party advises the other party in writing. Any such notices, reports, or other communications shall be deemed to have been received by the party to whom they were addressed: (a) upon delivery by hand, (b) five (5) business days after being sent by registered mail, (c) upon delivery by courier, as evidenced by the courier receipt, or (d) upon successful receipt confirmation report after being sent by facsimile

6.2 No Waiver: No waiver by either Party of a breach or omission by the other Party under this Agreement shall be binding on the waiving Party unless it is expressly made in writing and signed by the waiving Party. Any waiver by a Party of a particular breach or omission by the other Party shall not affect or impair the rights of the waiving Party in respect of any subsequent breach or omission of the same or different kind.

6.3 Assignment, Subcontracting and Succession: Except as expressly permitted herein, Customer shall not assign or subcontract or purport to assign or subcontract any of the Customer's rights or obligations under this Agreement without first obtaining LABORIE's prior written consent. If such consent is given on any particular occasion, it shall still be required for all subsequent assignments and subcontracts. This Agreement shall be binding upon the Parties hereto and their respective lawful successors and permitted assigns.

6.4 Severability: If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein,

6.5 Force majeure: Neither Party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either Party hereunder.

6.8 Dispute Resolution and Governing Law: The Parties agree to work in good faith to resolve any dispute that may arise under this Agreement. Notwithstanding the foregoing, and notwithstanding any termination of this Agreement, each Party shall have the right to pursue any right or remedy available to it in law or in equity. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The Parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from application to this Agreement.

6.7 Entire Agreement/Modification: This Agreement and the accompanying Schedules constitute the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both Parties.

6.8 Counterparts: This Agreement may be executed in counterparts, or facsimile counterparts, each of which when executed by either of the Parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

7. HIPAA

7.1 in the event that LABORIE Medical is inadvertently exposed to any protected health information, LABORIE Medical agrees to comply with the applicable provisions of the Administration Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C., 1320d through d 8 ("HIPAA"), and the requirements of any regulations promulgated there under.

The Parties executed this Agreement on the date(s) set out below after having the opportunity to discuss this Agreement with their legal advisors. Each Party represents and warrants that its respective signatory is duly authorized to execute this Agreement on its behalf.

JEFFERSON COUNTY COMMISSION

James A. Stephens

LABORIE MEDICAL TECHNOLOGIES CORP.

Authorized Representative

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an agreement between Jefferson County, Alabama and Change Healthcare Solutions, LLC, to create EDI Claims, post payments, perform insurance eligibility checks and provide credit reporting for the period October 1, 2015 – September 30, 2018, three (3) years in the amount of \$90,000.00 annually.

**CUSTOMER AGREEMENT
GENERAL TERMS AND CONDITIONS**

THIS CUSTOMER AGREEMENT (this "Agreement") by and between Change Healthcare Solutions, LLC ("Company") and Jefferson County Alabama d/b/a Cooper Green Mercy Hospital ("Customer") consists of the terms and conditions set forth below (the "General Terms and Conditions") and those set forth in the applicable Schedules hereto. For adequate consideration, the receipt of which is hereby acknowledged, each of Company and Customer, intending to be legally bound, mutually agree to the following terms and conditions:

1. Definitions. For all purposes of this Agreement, the following terms shall have the following meanings:
 - 1.1 "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls either party to this Agreement or any of its subsidiaries.
 - 1.2 "Effective Date" shall mean the date this document is signed by Company.
 - 1.3 "Facilities" shall mean the Customer or Affiliate owned or operated facilities listed in Schedule C.
 - 1.4 "IP" shall mean the Products, Services and Materials provided hereunder.
 - 1.5 "Materials" shall mean all specifications and written materials (including but not limited to any and all training materials, designs and design documents, information manuals, and all other documentation) provided to Customer by Company with respect to the Products and Services provided hereunder.
 - 1.6 "Payers" shall mean those entities that receive Transactions submitted by Customer through the Services, as identified from time to time by Company.
 - 1.7 "Products" shall mean all equipment, hardware, firmware, Software and other applications, and all modifications, updates, enhancements, or replacements for any of the foregoing, furnished to Customer by Company hereunder. Each Product selected by Customer and the pricing related thereto shall be set forth on a Schedule A attached hereto.
 - 1.8 "Services" shall mean the eligibility verification, claims management and other practice management services performed by Company or one of its Affiliates from time to time for Customer through use of the Products.
 - 1.9 "Software" shall mean those computer software programs (whether in source or object code form) to be provided by Company hereunder.
 - 1.10 "Transactions" shall mean batch and real time healthcare transactions submitted by Customer to Company for transmission to a Payer, whether or not a Payer accepts or favorably adjudicates such transactions.
2. Right to Use the Products and the Services. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive and non-transferable license for the term of this Agreement to use the specified Products and Services, including the machine readable object code version of the Software, if applicable, only at the designated Facilities for the internal use of Customer for the processing of patient information and development of data with respect to Payers. This license grant to Customer also includes the right to use the Materials at the Facilities solely to assist Customer in its use of the Products and Services. No rights are granted to the IP except as explicitly set forth in this Agreement. Customer may make a reasonable number of copies of the Software, if applicable, only for backup and archival purposes. Customer shall not remove any of Company's copyright, trademark, or other confidentiality notices from the Software or Materials. Notwithstanding the above, if any Product selected by Customer involves the purchase of equipment, the terms of such purchase shall be set forth in the applicable Schedule A.

3. Installation and Training. Company shall install the Software on equipment at the specified Facilities, if applicable, or otherwise implement the Products and the Services in accordance with a mutually agreed upon schedule and plan. Customer agrees to supply the minimum requirements for the Software, Products and Services selected hereunder, as set forth on the applicable Schedule B hereto. Company shall also provide Customer with the Materials in the form provided to other licensed users and with such user training as is provided to other licensed users under the same terms and conditions.

4. Maintenance and Support. Company shall provide reasonable ongoing technical support through telephone consultations with respect to the Products and the Services, and shall provide a local or toll free telephone number for access to Company's technical support facility for this purpose. Company shall be the sole source of maintenance and/or support services for the Products and the Services. Customer shall be responsible for the day to day operation of the Software, if applicable, and acquiring, operating, and maintaining in good working order the computer hardware, software, and peripheral equipment used in conjunction with and/or necessary for the operation of the Software and/or the Services. Company shall have no responsibility for any costs incurred in connection with modifications or enhancements to Customer's system necessary for implementing Customer's interface with the Products or the Services or in connection with Customer's use of the Services, unless otherwise expressly set forth in a Schedule hereto. Company may from time to time in its sole discretion, without liability to Customer, revise, modify, update or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and Company notifies Customer of any such event with reasonable promptness after determining that such event will occur. Company shall furnish Customer with appropriate Materials in connection therewith in a manner reasonably calculated to allow implementation and testing by Customer before the effective date of such event.

5. Fees.

5.1 Customer agrees to pay Company for the Products and Services and any other monies due Company pursuant to this Agreement in accordance with the pricing for each Product and Service set forth on any applicable Schedule A hereto. One time fees are due and payable upon execution of this Agreement. Customer will be billed for monthly fees commencing on the earlier of completion of implementation or 180 days following execution of this Agreement. Payment is due within thirty (30) days after receipt of invoice. Company reserves the right to suspend use of the Services if undisputed past due invoices are not remedied within ten (10) days following oral or written notice by Company, and all costs of collection, including reasonable attorneys' fees, shall be paid by Customer. The fees, charges and financial terms of this Agreement are subject to increase or modification by Company no more than once each calendar year during the term of this Agreement upon no less than thirty (30) days prior notice; provided, however, that Company may modify the fees, charges and financial terms each calendar year by up to three percent without notice to Customer. Notwithstanding anything else to the contrary herein, the prices set forth in Schedule A for Print and Mail Claims, if applicable, shall be increased by the amount of any single piece rate or presort rate increases by the United States Postal Service (USPS) from time to time, effective as of the date the USPS postage rate change is placed into effect. Any such increase shall be reflected in Company's monthly invoice to Customer.

5.2 Notwithstanding the foregoing, Company shall be entitled at any time without prior notice to pass through any access fees and/or increase in communications tariffs related to the Services, including, without limitation, Government imposed access fees, fees resulting from changes in regulation or statute, any third party imposed access fees, or any other fees assessed against Company and outside of Company's reasonable control. Company shall make available to Customer upon request documentation relating to such pass through fees in connection with the Services.

5.3 Customer shall be responsible for any taxes or charges however called, including but not limited to any registration fees, assessments, sales, use, personal property, ad valorem, stamp, documentary, excise, telecommunication and other taxes (excluding any taxes imposed on Company's income) imposed by any federal, state or local government or regulatory authority with respect to the performance of the Services or delivery of the Products or the Materials by Company pursuant to this Agreement, whether such is imposed now or later by the applicable authority, even if such imposition occurs after the receipt or use by Customer of the applicable IP,

the invoicing by Company for the applicable IP, or the termination of this Agreement. If Customer is tax exempt, Customer must submit with this Agreement evidence of its tax-exempt status.

6. Customer Obligations.

6.1 Customer agrees to transmit Transactions through the Services, if applicable, only in accordance with the requirements, procedures, data element standards, formats, codes, protocols and edits set forth in the then applicable companion guides and Materials.

6.2 Customer shall promptly report to Company any performance problems related to the Products and the Services, including a description of the circumstances surrounding their occurrence.

6.3 Customer shall execute any and all applicable documents and comply with any and all applicable procedures, rules and regulations which Company, the applicable Payer, or applicable law may require for transmission by Company of Transactions to such Payer's system, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by the Services, American Express, MasterCard, VISA, the settlement bank, and insurance carriers, each as amended from time to time. Customer also shall adhere to such rules and regulations as are required by governmental agencies having jurisdiction, including the Department of Health and Human Services ("HHS"). Customer shall provide all supporting documents requested by Company necessary to comply with said rules and regulations. In furtherance thereof, if submitting eligibility Transactions to State Medicaid programs, Customer hereby agrees to the following: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where Medicaid payment for medical services has been requested by authorized parties or where otherwise permitted by federal or state statute or regulation; (b) verification of eligibility under the system is not a guarantee of payment, and the records as to the recipient's eligibility status shall be the final authority; (c) Customer indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Customer or any recipient who is aggrieved by the actions of Customer hereunder; (d) Customer is an approved Medicaid provider in each State to which it submits eligibility Transactions, and has supplied its correct Provider Identification Number for each such State on the signatory page hereto; and (e) Customer agrees to abide by the Federal and State regulations regarding confidentiality of information.

6.4 Customer hereby appoints Company as its attorney in fact for the limited purpose of using the information Customer provides to submit electronic Transactions and/or sign hard copy (paper) Transactions on Customer's behalf to third party Payers or processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work related accident or illness benefits, where Customer's signature is required for Transaction processing. Customer acknowledges that Company is not responsible for the content or adjudication of any insurance claim, and Customer retains all liability on such claims and agrees to indemnify and hold Company harmless on account of all such claims, including the reconciliation or adjustment of any claim.

6.5 Customer shall only submit Transactions to the Services on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission, and a true copy of such authorization shall be furnished to Company upon request. Customer shall maintain each claim, if applicable, for a period of 72 months in such manner as to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier.

6.6 Customer shall retain records relative to Customers use of the Services in accordance with sound business practices, and Company may request access during normal business hours upon reasonable advance notice to such records as are reasonably necessary to examine Customer's compliance with its obligations hereunder.

7. Proprietary Rights and Confidentiality

7.1 Customer acknowledges and agrees that the IF and all intellectual property rights (including, without limitation, trademark, copyright, patent, trade secrets and confidential information rights) derived from the Products, Materials or the performance of the Services, and all derivative works of the IP (including, without limitation, data compilations, abstracts, aggregations and statistical summaries), and all information regarding the foregoing (including but not limited to technology and know-how information) and all copies of the foregoing, regardless of by whom prepared, are the confidential property and trade secrets of Company and "Confidential

Information" of Company subject to Section 7.2 of this Agreement, whether or not any portion thereof is or may be validly trademarked, copyrighted or patented. All proprietary rights in and to the foregoing shall remain vested in Company or its licensor, except for the limited license rights granted Customer pursuant to this Agreement. Customer will make no attempt to ascertain the circuit diagrams, source code, schematics, logic diagrams, components, operation of, or otherwise attempt to decompile or reverse engineer, or copy, modify, transfer or prepare any derivative works from, the IP, except as specifically authorized by Company in writing or as otherwise provided herein. Customer shall reasonably cooperate with Company in any claim or litigation against third parties that Company may determine to be appropriate to enforce its property rights respecting the IP. The breach or threatened breach by Customer of any provision of this Article 7 will subject Customer, at Company's option, to the immediate termination of all Customer's rights hereunder, and Company shall be entitled to seek an injunction restraining such breach without limiting Company's other remedies for such breach or threatened breach, including recovery of damages from Customer.

7.2 Each party shall retain in confidence and not disclose to any other person, except in confidence and in accordance with this Section 7.2, any of the terms of this Agreement, and any and all confidential or proprietary information and materials of the other party. All of the foregoing are hereinafter referred to as "Confidential Information"; provided, however, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the recipient, (b) was in the recipient's possession and not known to be the Confidential Information of the other party prior to its disclosure to the recipient by the other party, (c) was independently developed by the recipient, or (d) was disclosed by another entity without restriction and where neither party is aware of any violation of the confidential information rights of the other party. Confidential Information of the other party shall not be disclosed, in whole or in part, to any person other than in confidence to one for whom such knowledge is reasonably necessary for purposes of this Agreement, and then only to the degree such disclosure is so necessary, and only if the recipient has agreed in writing to maintain the confidentiality of such information. Each party shall hold the Confidential information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event, no less than reasonable care.

7.3 If a party is required by judicial, administrative or other governmental order to disclose any Confidential Information of the other party, it shall promptly notify the other party prior to making any such legally required disclosure and provide reasonable cooperation in order to allow such party to seek a protective order or other appropriate remedy prior to complying with such order.

7.4 All media releases, public announcements or other public disclosures by either party or its employees or agents relating to this Agreement or its subject matter, including without limitation, promotional or marketing materials, shall be coordinated with and approved by the other party prior to release, but this restriction shall not apply to any disclosure solely for internal distribution by either party or any disclosure required by legal, accounting or regulatory requirements.

7.5 The parties acknowledge and agree that the proper use and disclosure of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, in connection with the performance of the Services hereunder shall be governed by that Business Associate Agreement attached hereto as Schedule D, which the parties shall execute simultaneously herewith.

8. Representations and Warranties. Company represents and warrants that the Products and Services provided hereunder shall be provided (i) without material defect and (ii) in a professional and workmanlike manner. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, Company's sole responsibility shall be to use commercially reasonable efforts to correct such flaw in a timely manner. This warranty does not apply to (i) any media or documentation which has been subjected to damage or abuse; (ii) any claim resulting in whole or in part from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable Product or Service; (iii) any claim resulting from problems in the interaction of the Products and/or the Services with non-Company software

or equipment: (iv) any claim resulting from a breach by Customer of any of its obligations hereunder; or (v) errors or defects caused by Customer, its agents, contractors, employees or any third party not controlled by Company.

9. Limitations of Liability.

9.1 COMPANY'S REPRESENTATIONS AND WARRANTIES ARE THOSE SET FORTH IN ARTICLE 8 OF THIS AGREEMENT. COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. COMPANY DOES NOT GUARANTEE THE PAYMENT OR THE TIMING OF PAYMENT OF ANY CLAIMS SUBMITTED THROUGH THE SERVICES. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYER OF HEALTH CARE SERVICES AND/OR SUPPLIER TO WHICH THE CUSTOMER IS SUBMITTING. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT AND WITH RESPECT TO THE IP FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE PRICE PAID BY CUSTOMER TO COMPANY FOR THE PARTICULAR IP INVOLVED DURING THE ONE YEAR PRECEDING CUSTOMER'S CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9.2 In the event that any information to be transmitted through the Services is not transmitted by Company or is not accurately transmitted as a result of Company's failure to perform the Services in accordance with the terms of this Agreement, and such results in damage to Customer, then Company's sole obligation and liability to Customer for such event (subject to reasonable mitigation by Customer and the limitation of liability set forth in Section 9.1), shall be limited to furnishing credits on subsequent invoices from Company to Customer in an amount equal to Customer's actual damages incurred for reconstructing or retransmitting the data, including reasonable out of pocket expenses that Customer can demonstrate it has sustained and that are directly attributable to such failure. Customer further agrees that Company shall not be liable in any way for any inaccuracy resulting from errors or omissions or the negligent or other wrongful acts of any employee or agent of Customer or its Affiliates. Any claim against Company by Customer must be asserted in writing within ninety (90) days after Company should have transmitted accurate information received from Customer or the transmission of inaccurate information on which the claim is based, as applicable. Customer hereby agrees to promptly supply to Company documentation reasonably requested by Company to support any claim of Customer. THIS SECTION STATES THE ENTIRE LIABILITY OF COMPANY WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY COMPANY.

9.3 Company agrees to indemnify, defend and hold Customer harmless from and against any loss, claim, judgment, liability, damage, action or cause of action, including reasonable attorneys' fees and court costs, directly resulting from a third party claim that Customer's proper use of the IP infringes or misappropriates the intellectual property rights of a third party; provided, however, that Company shall have no obligation to indemnify, defend or hold Customer harmless with respect to such third party claims unless Customer promptly notifies Company in writing of the claim, allows Company to exclusively control the defense of such claim, and cooperates with Company in the defense of the claim or in any related settlement negotiations. Such indemnity shall not apply to any claim arising out of (a) the combination, operation or use of the IP with any product, data or apparatus not furnished by or on behalf of Company or not specified by Company in writing (b) Customer's modification of the IP, (c) use of the IP in a manner that conflicts with the prescribed uses in the applicable Materials; (d) use of the IP other than in accordance with this Agreement, or (e) use of other than a current release of any Software. If an infringement claim has been brought, or Company believes such an infringement claim is reasonably likely, Company may, at its sole option and expense, (i) use commercially reasonable efforts to procure the right to continue using the infringing IP; (ii) replace or modify the same so that it becomes non-infringing or (iii) terminate

Customer's right to use the infringing IP and refund to Customer all amounts paid by Customer for the applicable IP during the one year preceding Company's refund, and if the infringing IP is the only IF contracted for hereunder, terminate this Agreement. THIS SECTION 9.3 STATES COMPANY'S ENTIRE LIABILITY TO CUSTOMER WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS APPEARING IN SECTION 9.1 ABOVE.

9.4 Company shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a Payer and Customer, for any liability for the acts of a Payer and/or Customer that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond Company's transmission of data.

9.5 Any claim or cause of action arising out of, based on, or relating to this Agreement not presented by Customer within one (1) year from the discovery of the claim or cause of action shall be deemed waived. Customer shall use commercially reasonable efforts to mitigate damages for which Company may become responsible under this Agreement.

9.6 Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

10. Term and Rights upon Termination,

10.1 The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years. Company shall have no obligation to deliver the Products and/or Services to be provided hereunder following the expiration of the term; however, in the event Company inadvertently fails to terminate delivery of, and Customer continues to utilize, such Products and/or Services notwithstanding the expiration of the term, Customer shall pay for such continued use at the same rates applicable to any such use made during the term, provided that any applicable monthly fees incurred following expiration of the term shall be prorated to the last date of Customer's use.

10.2 Either party shall have the right to terminate this Agreement upon notice that the other party has committed a material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice of such breach (or, if not reasonably curable within thirty (30) days, has failed to begin and continue to work diligently and in good faith to cure such breach). Furthermore, either party shall have the right to terminate this Agreement effective immediately upon notice in the event that the other party ceases to conduct its business in the ordinary course, becomes legally insolvent, or avails itself of or becomes subject to any proceeding under the bankruptcy laws of any applicable jurisdiction. Company shall have the additional right to terminate: (a) any Service and/or Product effective upon reasonable advance notice to Customer that Company is no longer offering or providing support for the applicable Service and/or Product; or (b) the use of the Services and/or Products for claims falling under the jurisdiction of the HHS Secretary, immediately upon notice if such termination is required by the HHS Secretary or his/her designee in the event of fraudulent or questionable billing practices of Customer.

Change Healthcare Solutions, LLC Customer Agreement Mod 05042016 01 t

10.3 Upon expiration or termination of this Agreement for any reason, (i) all license rights granted Customer hereunder shall terminate; (ii) Customer shall immediately cease using the Products and the Services; (iii) Customer shall promptly return to Company, at Customer's expense, all Products (unless purchased by Customer) and Materials, related documentation and copies of the foregoing; (iv) Customer will pay any outstanding balance for amounts due hereunder, and the reduced value of all Products not returned or returned damaged beyond normal wear and tear; and (v) the provisions of Sections 5.3, 9.1, 9.5, 10.3, 11.4, 11.5 and 11.10 and Article 7 shall survive.

11. Miscellaneous.

11.1. The parties shall comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Agreement.

11.2 The parties will act as independent contractors, and this Agreement does not constitute either party as the agent or partner of the other party.

11.3 Each party represents and warrants that, as of the Effective Date, neither it nor its medical staff, partners, officers, directors, or employees are or have been (i) sanctioned for, or convicted of, a criminal offense related to health care or (ii) barred, suspended or terminated from participation in a state or federal health care program. Each party agrees that, should it or its medical staff, partners, officers, directors, or employees become so sanctioned, convicted, barred, suspended or terminated, this Agreement will automatically terminate.

11.4 If and to the extent required by Section 1395x(vy1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Company shall make available, upon written request by the Secretary of HHS or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Products and the Services provided hereunder. Company further agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period. Such subcontract shall contain a similar requirement for the subcontractor.

11.5 Except as otherwise set forth herein, notices hereunder shall be in writing signed by an authorized representative of the notifying party, and delivered personally or sent by registered or certified mail, charges prepaid, facsimile transmission or overnight courier service to the address noted on the signatory page of this Agreement (or to such other address as the recipient may have previously designated by notice), and will be deemed given when so delivered or four days after the date of mailing, whichever occurs first, or upon electronic confirmation of delivery via facsimile transmission. Notwithstanding the foregoing, notices relating to late payments may be sent by regular mail.

11.6 Neither party shall assign, sell or otherwise transfer this Agreement or any rights hereunder without the express prior written consent of the other party, which consent shall not be unreasonably withheld. An assignment hereunder shall be deemed to include a transfer of control or a majority equity ownership of a party. Notwithstanding the foregoing, either party may assign this Agreement to any Affiliate or a successor entity in a merger, acquisition or other consolidation without requiring the consent of the other party; provided, however, That the non-assigning party may terminate this Agreement in its sole discretion by written notice, if any such Affiliate or successor is a competitor of the non-assigning party, and the non-assigning party does not provide its prior written consent. Any purported assignment in violation of this provision shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

11.7 No representations have been made to induce either party to enter into this Agreement, except for the representations explicitly stated in this Agreement, and Customer acknowledges that Customer has not relied on the future availability of any programs, services, functionality, features or updates in entering into the payment obligations in this Agreement. This Agreement supersedes all prior or contemporaneous written or oral agreements or expressions of intent or understanding, and is the entire Agreement, between the parties and/or their Affiliates with respect to its subject matter. In the event of a conflict or inconsistency between the General Terms and Conditions and the terms and conditions of any Schedule hereto, the terms and conditions of the Schedule shall take precedence. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.8 This Agreement cannot be terminated (other than as set forth herein) or changed except pursuant to a writing signed by an authorized officer of each party. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized officer of the party charged with such waiver, and any such waiver shall be strictly limited to the terms of such writing.

11.9 This Agreement and any amendments hereto may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument. Each party agrees that a signature transmitted to the other party by (I) facsimile transmission or (ii) electronic mail transmission with an attached scanned copy shall be effective to bind the party whose signature was transmitted. The section headings of this Agreement are inserted for reference and convenience purposes only, and do not constitute a part, nor shall affect the meaning or interpretation of, this Agreement.

11.10 This Agreement is governed by the laws of the State of Tennessee both as to interpretation and enforcement, without regard to the conflicts of law principles of that State.

IN WITNESS HEREOF, COMPANY AND CUSTOMER, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE DATES SET FORTH BELOW.

Jefferson County Alabama
D/b/a Cooper Green Mercy Hospital
Address: 1515 6th Ave. S
Birmingham, AL 35233

CHANGE HEALTHCARE SOLUTIONS, LLC
Address: 3055 Lebanon Pike
Nashville, Tennessee 3721

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

JUL-27-2016-574

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an agreement between Jefferson County, Alabama and ADCO Companies, LTD, for the removal of a failed heat exchanger bundle from heat exchanger for Cooper Green Mercy Health System – 3 East mechanical room for the period June 23, 2016 – June 22, 2017 in the amount of \$18,436.00.

3 EAST MECHANICAL ROOM HEAT EXCHANGER BUNDLE

THIS AGREEMENT entered into this 7th day of June, 2016, by and between Jefferson County, Alabama hereinafter called "the County" and ADCO Companies LTD., called "the Contractor", located at 365' Pine Lane, Bessemer, AL 35022. The effective date of this agreement shall be June 23, 2016.

WHEREAS, the County desires to contract ADCO Companies LTD for removal of failed heat exchanger bundle from heat exchanger for Cooper Green 3 Fast Mechanical Room of Jefferson County Commission hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor for and the Contractor hereby agrees to perform the services hereinafter set forth,
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to Bid No. 7 16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide boiler room service and equipment for; ailed heat exchanger as outlined by their bid response.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to the CGMH General Services Department at any time after (the effective date of this Contract. The Contract term expires June 22, 2017.
4. **COMPENSATION:** The Contractor shall be compensated for services in the sum of \$1,436.00. Set pricing for normal work hours, with a 4 week A/ R/O lead time on bundle.
5. **PAYMENT TERMS:** NET 30
6. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. **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, led, 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.
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: applicable federal, state and local taxes, etc.
10. **NON DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 report of and other pertinent data required by law.
12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY; specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description result from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. **TERMINATION OF CONTRACT:** This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments, such termination shall not relieve the contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
14. **CANCELLATION:** Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.
15. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of; parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

17. **STATEMENT OF COMPLIANCE:** By signing this contract, the contracting parties firm, 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.

18. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any, way whatsoever for the personal benefit of an 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 part' s 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 ~ he scope of work or services of this Agreement, no promise or commitment of any nature whatsoever o anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

19. **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, of employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection 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.

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.

21. **WARRANTY:** Must have a one year warranty and a one year labor warranty.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens

ADCO COMPANIES, LTD

Authorized Representative

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

JUL-27-2016-575

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a three (3) year License and Service Agreement between Jefferson County Alabama and Craneware, Inc., for annual licensed products and services on an order form. For a period April 15, 2016 – April 14, 2019 in the amount of \$86,189.00.

CRANEWARE LICENSE AND SERVICE AGREEMENT

This LICENSE AND SERVICE AGREEMENT ("Agreement") is entered into by and between Craneware plc, a corporation organized under the laws of the United Kingdom with corporate headquarters located at 1 Tanfield, Edinburgh, EH3 5DA, United Kingdom, by and through its agent and wholly owned subsidiary, Craneware, Inc., a Florida corporation ("Craneware") and Cooper Green Mercy Health Services, a nonprofit health system organized under the laws of the State of Alabama with an address at 1515 6th Ave., S. Birmingham, AL 35233 16\$7 ("Client").

RECITALS

Client desires to utilize, and Craneware desires to grant, a license to Client to utilize Craneware's proprietary software applications and services ("Licensed Products and Services") listed on one or more Order Forms entered into concurrently herewith or in the future, by mutual agreement of the parties hereto, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This Agreement's duration shall be for the longer of (i) three (3) years (the "Term") or (ii) until the expiration of all Order Forms entered into pursuant to this Agreement, unless earlier terminated in accordance with this Agreement and shall terminate at 11:59 PM Eastern Standard Time on the last day of the Term.

2. **GRANT OF LICENSES AND SCOPE OF AGREEMENT.**

(a) **Grant of Intellectual Property License.** Subject to Client's full compliance with this Agreement, Craneware hereby grants and Client hereby accepts a non-exclusive, limited, non-transferable, non-assignable, non-source code license to use Licensed Products identified on each Order Form entered into pursuant to this Agreement during the Term of each such Order Form. No underlying title to the Licensed Products shall pass by this Agreement and the rights of Client are limited to those expressly granted in this Agreement.

(b) **Scope of Authorized Use.** Client may use the Licensed Products and Services at and only for the benefit of the specified locations (each a "Facility") on an Order Form so long as each such Facility is clearly identified on that Order Form. Client may not use the Licensed Products outside the Facilities' systems (but may access those systems remotely) nor may it allow or assist another in the distribution or dissemination of Licensed Products outside the United States. The Licensed Products may be used by the Client's and Facility's employees, officers, and directors in the quantities set forth on any Order Form. Client may only use the Licensed Products for its own administrative, accounting and management purposes and those of any Facility, but in no event may the Licensed Products listed on any Order Form be utilized for the benefit of any non-Client or any Facility not listed on that Order Form.

(c) **New Releases.** From time to time, Craneware may, at its own discretion, issue to Client one or more revisions to existing Licensed Products ("New Releases"). Such New Releases shall be made available to Client to replace the previously existing Licensed Products under this Agreement and shall be provided at no additional annual license fee to Client. To preserve data integrity, Craneware may require Client to adopt such New Releases (at no additional cost to Client) and shall support any and all such New Releases during the then existing Initial or Renewal Term at no additional cost to Client. Craneware reserves the right to determine, in its sole discretion, whether to issue any such New Releases and determine the frequency and extent of such revisions. Nothing in this Agreement, however, shall entitle Client to use any of Craneware's other products or services if or to the extent such products or services are based on a different technology platform than Client's then current Licensed Products and Service DocuSign Envelope ID: 6CD5E21C 3778 4A84 B57F 5516081339E5

(d) Delivery Solely by Electronic Means. All Licensed Products, including software, will be delivered to Client solely by electronic means.

3. INDEMNIFICATION.

(a) Craneware's Intellectual Property Indemnification of Client. Subject to the following sub-section, if any of the Licensed Products and Services delivered to Client by Craneware become the subject of an infringement claim or in Craneware's opinion appear likely to become the subject of such a claim, Craneware shall choose to: (1) procure for Client the right to continue using such allegedly infringing aspects of the Licensed Products; or (2) replace or modify the Licensed Products to make them non-infringing. In such cases, Craneware shall hold Client harmless from any and all liabilities unless the infringement or misappropriation claim is based on (1) use of the Licensed Products in violation of this Agreement; (2) use of the Licensed Products in combination with other products not supplied by Craneware, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Licensed Products other than the most current release if the most current release would have been non-infringing; (4) any modification of the Licensed Products made by Client if such infringement or misappropriation would not have occurred but for such modification; or (5) any use of the Licensed Products after the Term of this Agreement.

(b) Mutual Indemnification. Each Party (each an "Indemnitor") shall indemnify, defend, and hold harmless the other party, and its respective directors, officers, parent entities, subsidiaries, employees (each being an "indemnitee") from and against any and all liabilities, claims, costs, losses, damages, and reasonable expenses (including reasonable attorneys' fees and expenses) caused by the negligence or willful misconduct of the Indemnitor that is the direct, proximate cause of damage to the Indemnitee's property or personal injury to one or more third parties.

(c) Indemnification Notice and Defense. If an Indemnitee is entitled to be indemnified by Indemnitor pursuant to this Agreement and requests indemnification, then: (1) Indemnitee must give indemnitor prompt notice of any claim as to which it seeks indemnification to allow Indemnitor to respond to such claim; (2) Indemnitor will have the right to control the defense (however, Indemnitee may also retain counsel at its sole expense) and settlement of any indemnified claim; and (3) Indemnitee agrees to provide reasonable assistance, as necessary, in the defense of indemnified claims.

4. CLIENT'S OBLIGATIONS.

(a) Payment. Client is obligated to comply with the Payment Schedule set forth on each Order Form's Licensed Products and Services Schedule. Annual Fees are payable in advance and are due upon execution of this Agreement and, thereafter, are due on the anniversary of the Start Date. Payments not made within 30 days of the Anniversary Date shall accrue interest at the lesser of (1) the compounded rate of 1.5% per month; or (2) the maximum rate allowed by the applicable law. Craneware reserves the right to increase Annual Fees and Professional Services Fees once per year during the Term of this Agreement and any Renewal Term. Increases shall not exceed 3%. Increases to any Annual Fee due to application of the foregoing provision, well as any additional sums owed for Sales Taxes as per the following sub section "Sales Tax" shall be owed in addition to the Annual Fees listed on each Order Form.

(b) Sales Tax. Client may have no obligation to pay any sales, use, or similar taxes if and to the extent Client qualifies under an applicable tax exemption, in which case Client shall attach to this Agreement as Exhibit B "Client's Sales Tax Exemption Certificate" all such applicable exemption certificates. Client will be responsible for payment of any sales, use, excise, value added, personal property, export, import, withholding, transaction privilege, or similarly imposed taxes (collectively, "Taxes") assessed or imposed by any tax authority with respect to the payments Client makes to

Craneware under this Agreement (except for any taxes based on Craneware's net income). The pricing set forth on any Order Form, as amended from time to time by the parties, includes no Taxes. Client agrees that, if at any time during or after the Initial Term and/or any Renewal Term, any tax authority asserting jurisdiction over Client assesses liability for Taxes, or if during or after the Initial Term and/or any Renewal Term any tax authority having jurisdiction over Client or any Client Facility imposes one or more Taxes or revokes (through legislation or agency decision) any tax exemption previously relied upon by Client, Client shall assume full responsibility

for payment of any and all Taxes due. Craneware will either add any such Taxes to the amounts due under the Order Form or invoice Client separately for Taxes and Client shall promptly pay or reimburse Craneware for any Taxes payable or collectable by Craneware. Client acknowledges that Craneware will be relying upon Client's determination as to the applicability of any exemption certificate it may have and agrees to indemnify Craneware for any damages (including, but not limited to, any assessments, penalties, and interest charges levied or imposed by any tax authority, costs, and professional fees associated with defending against or complying with any state sales tax audit) Craneware incurs to the extent caused by Client submitting to Craneware an improper or otherwise invalid exemption certificate.

(c) Responsibility for preparation of patient charges and claims for reimbursement. Craneware and Client hereby stipulate that the Licensed Products and Services do not make determinations on how to code, bill or set up the Client's charge master functions or other financial or accounting files, and it is the responsibility of the Client to exercise appropriate judgment and bear ultimate responsibility for Client's charge master function, billing and coding determinations, and claims for reimbursement from any third party payer.

(d) Notification of Alleged Defects in Licensed Products or Services. Client shall notify Craneware of any Defect or alleged Defect in the Licensed Products and Services within twenty (20) days from the date the Defect becomes apparent to Client.

(e) Client's Obligations with Regard to New Licensed Products or Services. Only to the extent an Order Form pertains to Licensed Products or Services that have not previously been installed or performed for Client, the following provisions shall apply:

(1) Project Manager. Client shall appoint a Project Manager within fifteen (15) days of the Start Date of an Order Form. Client shall grant such Project Manager the authority, staff and other resources reasonably necessary to oversee the installation of the Licensed Products, as well as the preparation of any data or software files, and the training of Client's employees in the use of Licensed Products or Services. The Project Manager will be available on reasonable notice. He or she will provide Craneware with an address, phone and e mail where he or she can be reached during business hours.

(2) Installation and Training. Within twenty (20) days of the Start Date of an Order Form, Craneware will contact the Client's Project Manager and schedule an installation and training program for the Client. Craneware agrees to plan an installation and training program within sixty (60) days of the Start Date of any Order Form. Client agrees to make the appropriate staff available for training under this section within the same sixty (60) day period. Client agrees to provide Craneware with secure access (including remote access) to Client's systems as may be necessary for Craneware to perform the Services and/or install the Licensed Products. Client will be charged a separate fee for this service as noted in Order Form (including its Scope of Work) and as described in § 6, "Professional Services".

(3) Client's Duty to Provide Data in Proper Form. Client will transmit electronically data files to Craneware necessary for Craneware to perform its obligations under each Order Form. Client acknowledges that its data must be delivered to Craneware in a form that is compatible with the proper operation of the Licensed Products or Services, as the case may be, in order to receive the full benefit of its Licensed Products or Services. Craneware will provide Client with general guidelines for the composition and preparation of Client's data and transmit this information to the Client's Project Manager within thirty (30) days of the Start Date of each Order Form. As long as Craneware fulfills its obligation to transmit general guidelines for the composition and preparation of Client's data as required under this section of this Agreement, any risk and any expense associated with Client's delay in taking any necessary steps to complete composition and preparation of its data: (1) shall be assumed and absorbed by Client; (2) shall not serve as grounds for suspension of Client's obligations under this Agreement; and (3) shall not serve as grounds for any compensatory extension of the Term of this Agreement.

5. SERVICE AGREEMENT.

(a) Availability of General Support. During the term of any Order Form Client and subject to the following sub sections of this section, Craneware will provide fifteen (15) hours of support every weekday of the year except for U.S. federal holidays. The fifteen (15) hour period in effect during weekdays will begin at 4:00 a.m. Eastern Standard Time ("E.S.T.") and end at 7:00 p.m. (E.S.T.) No support is provided on December 25th, December

26th or January 1st , Craneware will provide eight and one half (8.5) hours of support on other U.S. federal holidays. The eight and one half (8.5) hour support period will be at 4:00 a.m. (E.S.T.) and end at 12:30 p.m. (E.S.T.)

(b) Method of Providing Support. Subject to the sub section below, "Past Due Accounts Craneware will provide support through e mail and a toll free number.

(c) Response Standards. Subject to the following sub sections, "Practical Adjustment" and "Past Due Accounts," Client will receive an appropriate response to e mail or phone inquiries within eight (8) working hours. Written responses will be supplied when requested.

(d) Practical Adjustment. Craneware reserves the right to make minor practical adjustments to its obligations under this section if necessary in its judgment to provide high quality user support. However, such adjustments shall not compromise the overall availability of user support or its quality and shall maintain substantially the same level of general user support.

(e) Past Due Accounts. Craneware reserves the right to (1) withhold user support services and/or (2) withhold New Releases and/or (3) declare the termination of licenses to any intellectual property rights under this Agreement and/or any Order Form in the case of any Client that is more than sixty (60) days in default of its payment obligations under any Order Form. Written notice of past due status shall not be a prerequisite to the exercise of Craneware's rights under this sub section.

PROFESSIONAL SERVICES.

(a) Insight Services. All Insight solutions are services to be performed at Client's location.

(b) Client Obligations. Client shall identify a primary contact person to coordinate all efforts falling within an Order Form's Scope of Work and agrees to take all commercially reasonable steps to ensure Craneware personnel are able to complete the work described in the Scope of Work. Client agrees to provide space, audio visual equipment, and access to other Client resources necessary for the successful completion of the Scope of Work, Such access may include access to Client's training environment, or, at Client's discretion, Client's live system.

(c) Expenses and Additional Fees. Fees do not include reasonable and customary out of pocket expenses (e.g., travel) that shall be billed to Client no more frequently than monthly at the actual cost incurred by Craneware in the performance of its duties under this Agreement. In the event Client staff does not attend any on site review, thereby necessitating an additional on-site visit to complete any final review, additional fees may be assessed for time spent and expense incurred by Craneware.

7. TERMINATION.

(a) Breach; Right to Cure. Except as otherwise set forth herein, this Agreement and and/or Order Form may be terminated by any party upon thirty (30) days written notice of the material breach of this Agreement by any other party, which breach has remained uncured for a period of thirty (30) days from the date of written notice thereof (the 'Cure Period"), provided that if the material breach cannot reasonably be cured within thirty (30) days, the breaching party must commence to cure within the thirty (30) day period and diligently prosecute the cure until the breach is cured. Upon an alleged material breach, the aggrieved party shall provide written notice to all parties of the alleged material breach detailing the breach and specifying any possible cures thereof. If Client is the breaching party, upon expiration of the Cure Period, all amounts remaining due under the remainder of Term then in effect shall become immediately due, and if Craneware is the breaching party, Client may require refund of prepaid license fees on a pro rata basis for the period following the date of termination. No actions undertaken by either party to cure the alleged breach shall be treated as an admission of the commission of a material breach.

(b) No Duty of Notice of End of Term. This Agreement is a contract for a fixed term. Craneware has no duty to provide Client with notice of the impending termination of the fixed term.

(c) Obligations after Expiration or Upon Termination. Upon expiration or termination of this Agreement, each party will promptly cease using and return to the other party all Confidential Information of such other party. Client shall return to Craneware all hardware keys, dongles, software keys, written manuals, instructional materials, guidelines to the address identified in this Agreement no later than ten (10) business days after the expiration or termination of this Agreement. Each party agrees that the duty to maintain the confidentiality of the

other party's Confidential Information shall continue for a period of five (5) years after the expiration or termination of this Agreement or any renewal thereof. Client further agrees that the duty to provide Craneware with prompt notice of any third party claim shall survive the termination of this Agreement or any renewal thereof.

(d) **Survival of Terms.** In addition to all other provisions of this Agreement that, by their terms, survive the termination or expiration of this Agreement or that must survive in order to give meaning to other provisions of the Agreement, for avoidance of doubt the parties agree the following provisions of this Agreement will survive termination or expiration of this Agreement: § 3 "Indemnification", § 4 "Client's Obligations", § 7 "Termination", and § 9 "Notices", and Exhibit A (Standard Terms and Conditions).

(e) **Post Termination Use by Client.** Any use of the Licensed Products after the termination of the Order Form pertaining to such Licensed Products (1) is prohibited; and (2) is subject to the terms of this Agreement and the Order Form, and Client shall pay Craneware for such usage on a pro rata basis calculated as if the Agreement had been extended by mutual agreement for the period of such usage, during which the fee charged shall be the most recent annual fee charged, adjusted as provided for in § 4(a) ("Payment").

8. **RENEWAL TERM(S).** THIS IS A FIXED TERM AGREEMENT.

9. **NOTICES.** All notices, requests, demands and other communications (collectively, "Notices") or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given if placed in the U.S. mail, certified mail, return receipt requested OR by commercial courier or delivery service which provides a delivery tracking feature, addressed as follows:

CRANEWARE, INC. with an emailed copy to:

3340 Peachtree Rd., N.E., Ste. 850 cdntracts9craneware.com

Atlanta, GA 30326

Cooper Green Mercy Health Services

1515 6th Ave, S.

Birmingham, AL 35233 1687

County: Jefferson

Said notices shall be deemed given on the earlier of (a) actual receipt; or (b) three (3) business days following the date such notices are deposited in the U.S. Mail, properly addressed and sent via certified mail or placed with a commercial courier or delivery service. If the last day of any notice period falls on a Saturday, Sunday or federal holiday, such notice period shall be extended to the next regular business day. Either party may change the address or designated person for receiving Notices by providing notice to the other party in accordance with this Section.

10. **PUBLICITY.** Client agrees Craneware may create case studies and issue press releases regarding this Agreement. In the event Craneware creates a case study, Client will be offered the opportunity to review such case study. Craneware will not publish such a case study without Client's consent, which shall not be unreasonably withheld. Craneware shall be permitted to disclose certain aspects of this Agreement and any Order Form to the extent it deems necessary to comply with Craneware's regulatory obligations.

Agreed to by the parties hereto:

JEFFERSON COUNTY COMMISSION

James A. Stephens

CRANEWARE

Craig Preston, CFO

CRANEWARE REPRESENTATIVE: Bruce Cobb

DATE OF PRESENTATION: March 25, 2016

DATE REVISED: June 21, 2016

RECIPIENT NAME: William Smith

RECIPIENT TITLE: Director of Finance

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and The Lewis Group for the purpose of providing consultant services for professional marketing services and advertising services for a period of July 28, 2016 – July 27, 2017 in the amount of \$250.00 per hour, not to exceed \$300,000.00.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 28th day of July, 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and The Lewis Group, Inc., d/b/a Lewis and Company, Inc., located at 401 37th Street South, Birmingham, Alabama 35222, hereinafter called "the Contractor".

WHEREAS, the County desires to contract for consultant services for professional marketing and advertising services for Cooper Green Mercy Health Services, and

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

NOW THEREFORE the parties hereto do mutually agree as follows:

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

SCOPE OF SERVICES: The Contractor agrees to perform the following:

- a. Design billboard messaging and identify possible billboard locations to advertise CGMHS.
- b. Assist with improving the design and informational content provided on the CGMHS webpage.
- c. Design and preparation of media advertising and marketing. Contractor acknowledges and expressly agrees that Contractor shall report to, work with and provide services to the County Manager and the Interim Director of Cooper Green Mercy Health Services. Contractor acknowledges and agrees that all services provided including but not limited to those identified above shall be approved in writing by the Director of Cooper Green Mercy Health Services prior to any public distribution.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence on July 28, 2016, and terminate on July 27, 2017.

COMPENSATION: The County shall compensate the Contractor at a fixed hourly rate of \$250.00 per hour, not to exceed \$300,000, to include expenses incurred by the contractor. Copies of receipts will be provided along with invoices.

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 the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or in part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

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.

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Contractors to share this commitment. Contractor agrees not to refuse to hire, discharge, promote, demote, or otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, religion or disability.

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

TERMINATION OF CONTRACT: This agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or, (c) upon mutual written agreement of both parties. In the event of termination, the Contractor shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

INDEMNITY: Except for loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the County, its Commission, officers and employees, Contractor shall indemnify, defend and hold harmless the County, its Commission, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent act or omission regarding performance of services or work conducted or performed pursuant to this agreement.

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

Contractor: The Lewis Group, Inc. d/b/a Lewis and Company, Inc. 401 37th Street South
Birmingham, Alabama 35222

County: Jefferson County Manager

716 Richard Arrington Jr. Blvd. North Suite 251 Birmingham, Alabama 35203

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

INSURANCE: The Contractor will maintain liability insurance in an amount to be determined by the County to protect it and the County from claims and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) days written cancellation notice. Evidence of the required insurance will be furnished to the purchasing agent not later than seven (7) days after purchase order/contract date. Contractor is also required to include the bid number on the evidence of insurance.

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

CONFLICT OF INTEREST: The Contractor declares that, as of the date of the contract, neither the County, nor any of the County's employees or any director nor any other government official is directly or indirectly interested in this contract or any contract with the Contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Contractor pledges that it will notify the County Manager or County Attorney in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this contract, neither it or any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Contractor nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official's, or County employee's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract or any other contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

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.

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. This agreement shall be modified only by written agreement duly executed by the County and the Contractor.
- c. The Contractor agrees to have all employees sign a Health Insurance Portability and Accountability Act of 1996 confidentiality form prior to beginning work on this contract.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

THE LEWIS GROUP
Authorized Representative

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

JUL-27-2016-577

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a five (5) year Lease Agreement between Jefferson County, Alabama and Cahaba Medical Care Foundation for the purpose of providing medical care for the indigent sick of the County.

LEASE AGREEMENT

This lease agreement made and entered into this 1st day of January 2017, by and between Jefferson County Commission, Jefferson County, Alabama a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter referred to as "County") and Cahaba Medical Care Foundation.

RECITALS

WHEREAS, Jefferson County Commission maintains an indigent care fund for the purpose of providing medical care for the indigent sick of the County and operates a health services clinic for the indigent through its Cooper Green Mercy Health Services department; and

WHEREAS, Cahaba Medical Care Foundation provides medical care, including primary care, chronic disease management, case management and social work services, and care coordination to patients including uninsured adults;

WHEREAS, the mission and desire of both Cahaba Medical Care Foundation and the County is to extend quality medical care to patients including uninsured adults at or below 200% of the Federal Poverty line (the "Target Population") and to make sure medical care is easily accessible throughout the County; and

WHEREAS, the County has been given a facility from the Jefferson County Board of Health to be used for the public benefit of improving access to healthcare; and

WHEREAS, Cahaba Medical Care Foundation is in need of a facility from which to operate a medical care clinic for the purpose of extending medical services to traditionally underserved patients including the Target Population; and

WHEREAS, the facility owned by the County and located in the West End of Birmingham is ideally situated in an area with a high concentration of individuals that would be eligible as beneficiaries under the requirements of the County's indigent care fund; and

WHEREAS, Cahaba Medical Care Foundation is desirous of leasing this facility from the County in order to extend medical services to patients including uninsured adults at or below 200% of the Federal poverty line and to increase the number of such people served; and

WHEREAS, the County is desirous of leasing this facility to Cahaba Medical Care Foundation for the public benefit of providing easier access to quality medical care to patients including the Target Population.

THEREFORE, the parties hereby agree to the following lease terms and conditions:

Section 1. Leased Premises

County hereby agrees to lease to Cahaba Medical Care Foundation and Cahaba Medical Care Foundation hereby agrees to lease from County the facility located at 1308 Tuscaloosa Avenue, Birmingham, AL 35211 (hereinafter referred to as the "leased premises") as shown on Exhibit "A. County represents to Cahaba Medical Care Foundation that the portion of the premises leased to Cahaba Medical Care Foundation, identified in Exhibit A will be solely occupied by Cahaba Care Medical Foundation with no other tenants located in the portion of the

subject property leased to Cahaba Care Medical Foundation during the term of the Lease For all purposes under this lease, the approximate square footage of the leased premises is 21,175 square feet.

Section 1.A. Premises- "As-Is":

County and Cahaba Medical Care Foundation hereby agree that the premises is leased to Cahaba Medical Care Foundation in "As-Is" condition as of the commencement of the term of this lease agreement without any further work required of County, except as stated herein. Cahaba Medical Care Foundation acknowledges that Cahaba Medical Care Foundation has inspected the leased premises and has found them to be in a safe and satisfactory condition ready for occupancy and the installation of Cahaba Medical Care Foundation's trade fixtures, equipment, and signage. All warranties as to condition, of the leased premises or its fitness for use either expressed or implied are expressly waived by Cahaba Medical Care Foundation.

Section 1.B. Alterations:

Cahaba Medical Care Foundation shall not make any change in, alteration of, or addition to any part of the Leased Premises, or remove any building or fixture without, in each instance, obtaining the prior written consent of County and complying with all governmental rules, ordinances, and regulations. Cahaba Medical Care Foundation shall not, in any case, impair the structural safety of the building. County reserves the right to enter the Leased Premises, provided County provides Cahaba Medical Care Foundation with prior notice and to make such repairs and to do such work on said premise's as County may deem necessary or proper or that County may be lawfully required to make, with the least disturbance to Cahaba Medical Care Foundation. County reserves the right to visit and inspect the Leased Premises at all reasonable times and the right to show said premises to prospective purchasers, provided County provides Cahaba Medical Care Foundation with prior notice, at any reasonable time during the term hereof.

Section 2. Length of Term and Termination:

The term of this lease shall be five (5) years, unless sooner terminated as herein provided. The effective date of this lease agreement shall be the date this Agreement is signed by the parties. This contract may be terminated by the County or Cahaba Medical Care Foundation by providing written notice to the other, regardless of the reason. If the County chooses to terminate the lease without cause, Cahaba Medical Care Foundation will be given six (6) months within which to vacate the premises. At the end of the lease term(s), if the County still desires to lease the premises, Cahaba Medical Care Foundation will have the option to renew the lease for one additional five (5) year term. If at any time Cahaba Medical Care Foundation ceases providing medical care to the Target Population, then Cahaba Medical Care Foundation will be deemed to be in breach of this agreement and the lease agreement shall be immediately terminated. In the event such a breach should occur. Cahaba Medical Care Foundation shall cease all operations at the facility and fully vacate the premises within sixty (60) days. Nothing in this lease agreement shall be interpreted as disallowing Cahaba Medical Care Foundation from also providing medical care to patients other than the Target Population, so long as Cahaba Medical Care Foundation does provide care to the Target Population.

Section 3. Rent: The premises are provided to Cahaba Medical Care Foundation for a nominal rent of One Dollar (\$1.00) and for other good and valuable consideration which includes the following:

- (a) Cahaba Medical Care Foundation shall lease the facility for the purpose of extending medical care to uninsured adult individuals at or below 200% of the federal poverty line.
- (b) Cahaba Medical Care Foundation shall provide medical care to indigent beneficiaries of the County at no cost to the County, except pursuant to the existing Support Agreement between the Parties dated February 1, 2016, which shall be amended to include the building on the Leased Premises in the definition of the Clinic in that agreement.
- (c) The County has the right to request data and/or reports regarding the total number of patient visits and the number of unique patients served. Continuation of this Lease will be contingent, in part, on an annual increase in the number of indigent patient visits at this location, however, the Parties agree that while growth is anticipated during the entire initial term of this lease, this contingency shall be revisited at the time that any renewal of this

lease agreement is negotiated, in light of the possibility that some maximum capacity may be reached after several years.

(d) Cahaba Medical Care Foundation's mission to provide the above services aids the County in its goal of increasing access to quality medical care to the citizens of Jefferson County.

Section 4. Tenants Installations:

Cahaba Medical Care Foundation shall, at Cahaba Medical Care Foundation's cost and expense, at all times during the term of this Lease keep the Leased premises equipped with all trade equipment, furniture, operation equipment, furnishing fixtures, floor coverings and any other equipment necessary for the proper operation of Cahaba Medical Care Foundation's business. Any alterations, additions, improvements and fixtures installed by Cahaba Medical Care Foundation to the leased premises, other than unattached movable trade fixtures, furniture and decorations, shall upon the expiration or earlier termination of this Lease become the property of the County. Unattached movable trade fixtures shall not include, among other things, store front, doors or gates, plumbing, electrical, wall and ceiling electrical fixtures, sprinklers, and heating, ventilating and air conditioning systems. At the end of the lease period, any such personal property of Cahaba Medical Care Foundation not removed within sixty (60) days following notices by the County to Cahaba Medical Care Foundation to remove the same shall, at County's option, become the property of the County.

The County agrees to allow Cahaba Medical Care Foundation to use any and all unattached and movable trade fixtures and equipment currently located at the leased premises. An itemized list of the County owned equipment and movable trade fixtures are attached hereto as Exhibit B. All items listed shall remain the property of the County.

Section 5. Use of Premises: Cahaba Medical Care Foundation covenants to use the leased premises solely for the purpose of operating a medical clinic that provides medical care to patients, including but not limited to the Target Population.

Section 6. Operating of Premises: Cahaba Medical Care Foundation covenants at all times during the lease term, except when and to the extent the leased premises are un-tenantable by reason of fire or other casualty, or condemnation, to: (a) conduct its business in the entire leased premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the "building"; and (b) keep the leased premises and exterior and interior portions of windows, doors and all glass and plate glass, in a neat, clean sanitary and safe condition.

Section 7. Signs:

In the event that Cahaba Medical Care Foundation decides to place signs on the exterior of the leased premises, Cahaba Medical Care Foundation shall at Cahaba Medical Care Foundation's cost and expense, purchase identification signs for the exterior of the leased premises front as approved by the County, and shall install and maintain them, in good condition and repair.

Section R. Assignment and Subletting:

Cahaba Medical Care Foundation is prohibited and without the authority or consent to assign, mortgage or encumber this lease, in whole or in part sublet all or any part of the Leased Premises without the prior written consent of County. The County's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on Cahaba Medical Care Foundation. The consent by the County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subleases, Cahaba Medical Care Foundation shall remain fully liable and shall not be released from any obligations or liabilities under this lease.

Section 9. Repairs:

(a) County shall be responsible for maintaining the following: roof of the leased premises including leaks or other damage to the leased premises, grounds and landscaping; pavement and sidewalk maintenance and repair, so long as none of said maintenance is due to Cahaba Medical Care Foundation's negligence. If Cahaba Medical Care Foundation contacts the County regarding the repair or maintenance of the above, the County has sixty (60) days to remedy and correct the problem.

(b) Cahaba Medical Care Foundation shall keep and maintain in good order, condition and repair the leased premises, exterior of the leased premises including, exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the leased premises or under the floor slab including free flow up to the main sewer line; all heating and air conditioning equipment and apparatus including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the leased premises; and all plate glass, interior walls, floor and ceilings, including interior painting; and shall at all times comply with applicable building codes. Cahaba Medical Care Foundation shall comply with all laws, rules, regulations and ordinances applicable to the leased premises and Cahaba Medical Care Foundation's use and occupancy of the same. Cahaba Medical Care Foundation shall contract for, in its own name, and shall pay for (a) a qualified service contractor or staff to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters at least semiannually, (b) a qualified service contractor to render pest control services to the leased premises, and (c) housekeeping services.

(c) If Cahaba Medical Care Foundation refuses or neglects to make repairs required hereunder to be made by Cahaba Medical Care Foundation, or if repairs are required by reason of the act or omission of Cahaba Medical Care Foundation, Cahaba Medical Care Foundation's employees, agents, invitees, licensees or contactors, County shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Cahaba Medical Care Foundation. In such event, such work shall be paid for by Cahaba Medical Care Foundation as additional rent promptly upon receipt of a bill therefore.

Section 10. Mechanics', Materialmen's and other Liens:

Should any mechanics', materialmen's or other liens be filed against the leased premises or any part thereof for any reason whatsoever by reason of Cahaba Medical Care Foundation's act or omissions or because of a claim against Cahaba Medical Care Foundation, Cahaba Medical Care Foundation shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by County.

Section 11. Utility Services and Charges:

County shall pay all charges for heat, water, electricity, and other utility services, used or consumed in the leased premises, including, but not limited to, sewer and sewer service charges. County shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 112. Use of Common Areas and Facilities:

County shall furnish bulbs for exterior parking lot poles; County will replace bulbs as when notified by Lessee. County will keep the grounds neat and orderly including picking up debris. County will be responsible for maintenance of trees, shrubs and grass.

Cahaba Medical Care Foundation shall provide security services including security guards as needed for the leased premises.

Section 13. Indemnity, Liability, Insurance, Payment of Costs and Expenses.

(b) Cahaba Medical Care Foundation represents and agrees that it will maintain adequate insurance on the Leased premises, coverage which shall include but not be limited to general liability and property damage, professional liability, medical mal-practice, worker's compensation, fire, casualty, and construction coverage. The County shall be included as a named insured on the general liability policy. All insurance coverage shall be by companies authorized to do business in Alabama. Before beginning work, Cahaba Medical Care Foundation shall file with the County a certificate from his insurer showing the amounts of general liability insurance carried and the risk covered thereby or a copy of the required insurance policies. Cahaba Medical Care Foundation shall store its property in and shall occupy the leased premises at its own risk. Cahaba Medical Care Foundation hereby releases County, to the full extent permitted by law, from all claim of every kind resulting in loss of life, personal or bodily injury or property damage, except for any claim which results from the County's negligence to appropriately maintain the areas described in Section 9(a) or Section 12. County shall not be responsible or liable for any loss or damage to Cahaba Medical Care Foundation's agents, servants, employees, guests, or invitees, or licensees on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of

persons occupying adjacent, connecting or adjoining premises except for the Comity's own negligence. County shall not be responsible or liable for any defect, latent or otherwise, in the leased premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall County be responsible or liable for any injury, loss or damage to any person or to any property of Cahaba Medical Care Foundation or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the leased premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

(c) Cahaba Medical Care Foundation certifies that its employees are subject to the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by Cahaba Medical Care Foundation in all appropriate cases and that appropriate worker's compensation insurance is maintained on its employees. Cahaba Medical Care Foundation further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the leased premises.

(c) County shall procure and maintain insurance of the entire building covering fire, casualty and such other risks as are from time to time concluded in standard extended coverage endorsements, insuring in an amount after completion of construction of the full insurable value of the improvements and betterments installed by County in the "building" or such greater coverage as may be required. Cahaba Medical Care Foundation shall procure and maintain insurance covering fire, casualty and such other risks as are from time to time concluded in standard extended coverage endorsements, insuring an amount after completion of construction of the full insurable value of the improvements and betterments installed by Cahaba Medical Care Foundation in the leased premises. Cahaba Medical Care Foundation shall carry fire and extended coverage insurance, issued by a company licensed to do business in Alabama, in an amount adequate to restore and repair Cahaba Medical Care Foundation's property in, at or on the leased premises to its previous condition or better. Cahaba Medical Care Foundation will furnish Landlord certificates of such insurance.

Section 14. 11`cal Estate Taxes: Intentionally Omitted- All parties are tax exempt entities.

Section 15. Fire or Other Casualty:

If the leased premises shall be destroyed by fire or other casualty the fixed rent payable hereunder shall be abated proportionately as to the portion of the leased premises rendered untenable from the date of such casualty until the leased premises are rendered wholly tenable. If the leased premises, at the determination of the County Manager, are rendered wholly untenable, County may either elect to repair the damage or may terminate this lease by giving Cahaba Medical Care Foundation notice of termination within ninety (90) days after the occurrence of such event, the termination to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination to be effective as County shall make an equitable refund of rents paid in advance. If Cahaba Medical Care Foundation has closed, Cahaba Medical Care Foundation shall promptly reopen for business when the leased premises shall have been repaired. Nothing herein above contained shall impose upon County any liability to repair, rebuild or replace any property belonging to Cahaba Medical Care Foundation.

Section 16. Default by Tenant:

(c) The happening of any one or more of the following events shall constitute a default under this lease: Failure by Cahaba Medical Care Foundation to operate the premises as a medical care clinic and provide medical care to uninsured Jefferson County adult residents at or below 200% of the federal poverty line.

(ii) Failure by Cahaba Medical Care Foundation to perform or observe any other agreement, covenant or condition required by this lease to be performed or observed by Cahaba Medical Care Foundation for a period of fifteen (15) days shall be required because of the nature of such default, failure by Cahaba Medical Care Foundation to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(iii) Assignment of the lease by Cahaba Medical Care Foundation without the prior written consent of the County.

(iv) Vacation or abandonment of the leased premises by Cahaba Medical Care Foundation.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the County shall have the right at its option to immediately, or at any time thereafter, terminate this lease by giving Cahaba Medical Care Foundation ten (10) day's notice of such termination and this lease shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve Cahaba Medical Care Foundation of any liability to the County for damages sustained by virtue of a breach by Cahaba Medical Care Foundation.

Section 17. Quiet Enjoyment:

The County covenants that subject to Cahaba Medical Care Foundation's complying with all the terms and conditions of this lease on Cahaba Medical Care Foundation's part to be complied with and performed, Cahaba Medical Care Foundation shall have the peaceable and quiet possession of the leased premises during the term of this lease.

Section 18. Further Agreements and Covenants:

Cahaba Medical Care Foundation further covenants and agrees to (a) store all trash and refuse in adequate containers within the leased premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof at Cahaba Medical Care Foundation's expense and in a manner as may be directed by the County; (b) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown herein; (c) keep the outside areas of leased premises clean and free from dirt and rubbish; (d) park Cahaba Medical Care Foundation's vehicles and cause Cahaba Medical Care Foundation's employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by landlord.

Section 19. Unavoidable Delays:

In the event that either party hereto is rendered unable to carry out any obligations of such party under this lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of either party hereto shall be suspended where such obligation is for, or related to the payment of money.

Section 20. Surrender 31t End of Term:

Upon the expiration of the term hereof, or sooner termination of this lease, Cahaba Medical Care Foundation agrees to surrender and yield possession of the leased premises to County, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as Cahaba Medical Care Foundation is not required to restore or remedy under other terms and conditions of this lease.

Section 21. County's right to cure Cahaba Medical Care Foundation's Defaults:

County may, but shall not be obligated to cure at any time, without notice, any default under this lease and whenever County so elects, all costs and expenses incurred by County in curing such default, except late rent, shall be paid by Cahaba Medical Care Foundation to County on demand.

Section 22. No Waiver:

Failure of County to insist upon the strict performance of any provision of this lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by County of rent with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by County or Cahaba Medical Care Foundation unless such waiver be in writing and signed by County. No payment by Cahaba Medical

Care Foundation or receipt by County of a lesser amount that the quarterly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. County may accept such check or payment without prejudice to County's right to recover the balance of such rent or to pursue any other remedy in this lease provided.

Section 23. Notices:

Any notice and demand which may be or is required to be given under this lease shall be in writing and sent by United States Certified mail, postage prepaid, and shall be addressed

(c) if to County, County Manager Jefferson County Courthouse, Room 251 716 Richard Arrington Jr., Blvd. N Birmingham, Alabama 35203 Cooper Green Mercy Health Services 1515 6* Avenue S Birmingham, Alabama 35233

(b) if to Cahaba Medical Care Foundation John B. Waits, CEO Cahaba Medical Care Foundation 405 Belcher Street Centerville, AL 35042-2946 County and Cahaba Medical Care Foundation shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

Section 24. Governing Law:

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

Section 25. County Funds Paid:

County, Cahaba Medical Care Foundation and Cahaba Medical Care Foundation's representative signed below certify by the execution of this Agreement that no part of the funds paid by the County and or State 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 Cahaba Medical Care Foundation 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 or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Cahaba Medical Care Foundation shall immediately refund to the County any amounts paid by the County pursuant to this Agreement.

Section 26. Modification of Agreement:

There shall be no modification of this written lease agreement except in writing and signed by the party to be charged.

Section 27. Captions and Headings:

The captions and heading of the articles and sections of this lease agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 28. Construction of Terms:

(b) Printed parts of this lease shall be as binding upon the parties hereto as other parts hereof. Parts of this lease which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. Cahaba Medical Care Foundation declares that Cahaba Medical

Care Foundation has read and understands all parts of this lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

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

Section 29. Representations of Cahaba Medical Care Foundation and County as to the Entirety of the Agreement: Cahaba Medical Care Foundation hereby represents to County and County hereby represents to Cahaba Medical Care Foundation that this lease sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

JEFFERSON COUNTY COMMISSION

James A. Stephens

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

JUL-27-2016-578

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute an Agreement between Jefferson County, Alabama and H & M Mechanical, Inc. for the Domestic Hot Water Tank and Pump Replacement Project for the Jefferson County Public Safety Center and the Jefferson County Courthouse. The term of the Agreement shall be set for 120 days and may be terminated by the owner or the contractor as provided in Article 14 of AIA Document A201-2007. The Contract amount is \$471,000.00.

AIA Document A101 " 2007

Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum AGREEMENT made as of the 4 day of May in the year 2016 (In words, indicate day, month and year.)

BETWEEN the Owner:

Jefferson County Commission
736 Richard Arrington Jr. Blvd. N.
Birmingham, AL 35203'

And the Contractor:

H&M Mechanical, Inc.
3100 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203
205 664 0620

For the following Project:

Jefferson County Public Safety Center and Jefferson County Courthouse Domestic Hot Water Storage Tank and Pump Replacement
Jefferson County, Alabama
Jeffco # 6.15507.01

The Architect:

Poole & Company Architects, LLC, Limited Liability Company
2 North 20th Street, Suite 1610

Birmingham, AL 35203
Telephone Number: 205 326 2206
Fax Number: 205 326 2201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of Oft document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201^o 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 8 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) The date of commencement will be fixed in a notice to proceed. If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120 days from the date of commencement, or as follows:

(Insert number of calendar days. If iteratively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work Substantial Completion Date subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Seventy One Thousand dollars (\$ 471,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any: (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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N/A

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price Allowance
No. 1 Owners Contingency	\$10,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM 2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201 2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201 2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5. i.61 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Supplementary Conditions Article 9.3.1.1. b

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201 2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 A final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201 2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 8.2 BINDING DISPUTE RESOLUTION for any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201 2007, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201 2007

Litigation in a court of competent jurisdiction

Other (Spec)

A. DISPUTE RESOLUTION. If, after the Architect's decision as set forth in Section 6.1 fails to produce a resolution of the dispute, the parties may voluntarily engage in non-binding dispute resolution before a mutually agreeable mediator. In the event that mediation of the dispute fails to produce a resolution of the matter, either party may commence a Civil Action to the agreement or may file suit to resolve the dispute.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201 2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201 2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:

Jeffrey S. Smith

Director of General Services

716 Richard Arrington Jr. Blvd. N.

Birmingham, AL 35203

§ 8.4 The Contractor's representative:

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Statement of Compliance with Alabama Code Section 31 13 9. By signing his contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ 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. JURISDICTION AND VENUE Parties agree that the Jefferson County Circuit Court, Birmingham Division, shall have jurisdiction over all disputes arising out of the Contract. Further, the parties agree that venue over any dispute is only proper in Jefferson County Circuit Court and that no other court shall have jurisdiction or venue over any disputes arising here under. The laws of the State of Alabama shall apply to dispute resolution without regard to the conflict of laws provision of the State of Alabama or any other state. It is expressly agreed that no Federal Court shall have jurisdiction over this matter under any circumstance.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A 101 2007, Standard Form of Agreement between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201 2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary General Conditions	March 30, 2016	14

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit 'A'

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit 'B'

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	April 14, 2016	8

2	April 22, 2016	4
3	April 29, 2016	1
4	May 2, 2016	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201 T" 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. ALA Document A201 2007 provides that bidding requirements such as advertisement or invitation to bid Instructions to Bidders, sample forms and the Contractor's bid are riot part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents) Supplementary Instructions to Bidders 8 pages

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document

A201 2007. (State bonding requirements, if any, and limits of liability for insurance required in Article I I of ALA Document

A201 2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	
Payment Bond	
Insurance	

This Agreement entered into as of the day and year first written above.

OWNER (Signature) CONTRACTOR (Signature)

James A. Stephens, President, Jefferson County Commission

Carl P. Hoffman, Vice President, H & Mechanical, Inc.

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

JUL-27-2016-579

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Brawco, Inc. for the purpose of meeting IFC (International Fire Code) section 1024 and 4604.23 high rise building requirements involving exit path markings – adopted by the City of Birmingham Fire Marshall 2010. The term of the contract is set for 151 days in the amount of \$269,845.00.

A Document A101 TM 2007

Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum AGREEMENT made as of the Ninth day of June in the year Two Thousand Sixteen (In words, indicate day, month and year.)

BETWEEN the Owner:

Jefferson County Commission

716 Richard Arrington Jr., Boulevard, North

Birmingham, Alabama 35203

And the Contractor:

Brawco, Inc.

4040 Farr Road

Bessemer, Alabama 35022

Telephone Number: 205 426 5557

For the following Project:

Jefferson County High Rise Buildings Exit Path Markings Upgrade

Jefferson County, Alabama

The Architect:

Poole & Company Architects, LLC, Limited Liability Company

2 North 20th Street, Suite 1610

Birmingham, AL 35203

Telephone Number: 205 326 2206

Fax Number: 205 326 2201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201 T[™] 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150 days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively; a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work Substantial Completion Date subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Sixty nine Thousand Eight Hundred Forty five Dollars and Zero Cents (\$ 269,845.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No Alternates Accepted

§ 4.3 Unit prices, if any: (Identify and state the unit price; state quantity limitations, if any. to which the unit price will be applicable.)

Item Units and Limitations Price Per Unit (\$0.00)

N/A

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item Price
Owners Contingency Allowance \$10,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A241TM 2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent(5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of ALA Document A201 2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201 2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 3.1_6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

I See Supplementary Conditions, Article 9.3.1.1.b

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201 2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 A final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201 2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of 'the Initial Decision Maker; if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION for any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201 2007, the method of binding dispute resolution shall be as follows: (Check

the appropriate box. If the Olmer and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201 2007

[] Litigation in a court of competent jurisdiction

[X] Other (Specify)

DISPUTE RESOLUTION If after the Architect's decision as set forth in Section 6.1 fails to produce a resolution of the dispute, the parties may voluntarily engage in non-binding dispute resolution before a mutually agreeable mediator. In the event that mediation of the dispute fails to produce a resolution of the matter, either party may commence a Civil Action to the agreement or may file suit to resolve the dispute.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201 2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201 2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:

Mr. Jeffrey Smith, Director of General Services
716 Richard Arrington Jr., Boulevard, North
Birmingham, Alabama 35203

§ 8.4 The Contractor's representative:

(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 other provisions: Statement of Compliance with Alabama Code Section 31-13-9. By signing his contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ 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. JURISDICTION AND VENUE Parties agree that the Jefferson County Circuit Court, Birmingham Division, shall have jurisdiction over all disputes arising out of the Contract. Further, the parties agree that venue over any dispute is only proper in Jefferson County Circuit Court and that no other court shall have jurisdiction or venue over any disputes arising here under. The laws of the State of Alabama shall apply to dispute resolution without regard to the conflict of laws provision of the State of Alabama or any other state. It is expressly agreed that no Federal Court shall have jurisdiction over this matter under any circumstance.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101 2007, Standard Form of Agreement between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201 2007, General Conditions of the Contract for Construction.

Agreement, are enumerated in

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary General	05/11/16	14

Conditions

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	5/20/16	15
2	5/26/16	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201TM 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201 2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample, forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Supplementary Instructions to Bidders, 7 pages

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201 2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201 2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	
Payment Bond	
Insurance	

This Agreement entered into as of the day and year first written above.

OWNER

James A. Stephens, President
Jefferson County Commission

CONTRACTOR

Ry Bailey, President
Brawco, Inc.

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

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 Elections Services Agreements with the following municipalities listed below for the elections to be held on August 23, 20126, and the run-off election to be held on October 4, 2016 (if required). These are revenue generating agreements for the initial election.

City of Mulga	\$1714.00
City of Leeds	\$2,548.00

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

JUL-27-2016-581

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Jefferson County Public Safety and Jefferson County Courthouse Domestic Hot Water Tank and Pump Replacement Project # G15507_01 The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

JUL-27-2016-582

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the "Stairwell Illumination" code compliance upgrade project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

JUL-27-2016-583

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the County Commission is authorized to execute any and all documentation relating to the purchase of that certain real property owned by Brooks Baker and located at 600 U.S. Highway 31, Warrior, Alabama 35180 ("Property"); and

BE IT FURTHER RESOLVED, that the Commission hereby approves and ratifies that certain Commercial Real Estate Purchase Agreement by and between Jefferson County, Alabama, as purchaser, and Brooks Baker, as seller, for the purchase of the Property for purchase price of One Hundred Thirty-nine Thousand and No/100 Dollars (\$139,000.00), a copy of which is attached hereto as Exhibit "A" ("Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the President of the Jefferson County Commission is hereby authorized to execute all documents relative to such purchase of the Property as contemplated by under the terms of the Agreement, and the Jefferson County Finance Department is authorized to issue a check to the Closing Attorney in the amount of One Hundred Thirty-nine Thousand and No/100 Dollars (\$139,000.00).

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement") made and entered into as of this 14th day of June, 2016, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, ("Purchaser") and Brooks H. Baker (Seller").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase from the Seller and the Seller desires to sell to the Purchaser real property located in Jefferson County, Alabama in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE ONE PROPERTY TO BE SOLD

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy (subject to the conditions and provisions set forth in the Agreement) from Seller all that certain parcel of land owned by the Seller, situated in the County of Jefferson, State of Alabama, having an address of 600 U.S. Highway 31, Warrior, Alabama 35180, and more specifically described on Exhibit "A" attached hereto, together with all tenements, hereditaments, improvements, appurtenances, rights, easements, and rights of way incident thereto ("Property").

ARTICLE TWO PURCHASE PRICE; SELLER FINANCING

The purchase price to be paid by Purchaser to Seller in the event a Closing occurs pursuant to this Agreement for all the Property shall be One Hundred Thirty-nine Thousand and 00/100 Dollars (\$139,000.00) (the "Purchase Price").

ARTICLE THREE EVIDENCE OF TITLE, SURVEY AND CLOSING

Section 3.1 Title Insurance. Purchaser shall, at its expense, obtain a commitment (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy"), on the standard form of Owner's policy

Section 3.2 Survey. In addition, Purchaser has the right to obtain an existing survey of the Property (the "Survey"), duly prepared and certified by a registered land surveyor duly licensed in the State of Alabama selected by Purchaser.

Section 3.3 Closing Date. The consummation of the purchase and sale herein contemplated (such consummation being herein referred to as the "Closing", and that date thereof being referred to as the "Closing Date") shall take place on such date as mutually agreed to by the parties but in no event later than July 30, 2016. However, neither party shall be obligated to consummate the purchase and sale herein contemplated unless all conditions of the obligations of such party to consummate such purchase and sale have been satisfied or waived.

ARTICLE FOUR REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to and is relied upon by Purchaser. Seller represents warrants and covenants as follows:

Section 4.1 Status of Seller. Seller has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement.

Section 4.2 Property. Seller is the sole owner of good, fee simple title to all the Property free and clear of all liens, claims, options, encumbrances, encroachments, rights of way, easements, covenants, conditions, leases or restrictions except for those matters which are approved in writing by Purchaser.

Section 4.3 Zoning and Use. Seller has received no notice and has no knowledge of any violations of any rule, regulations, code, resolution, ordinance, statute or law of any government, governmental maintenance, operation, or condition of the Property, or any part thereof. Zoning currently permits office usage. Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said property, or any part thereof. Said property has full and free access to and from public highways, streets, or roads, and, to the best knowledge and belief of Seller; there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

Section 4.4 No Mechanic's Liens; No Indebtedness. No labor has been performed or material furnished for the Property for which the Seller has not heretofore fully paid, or for which a Mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity. There is no unpaid indebtedness on the Property, liens or encumbrances that will not be satisfied in full at Closing.

Section 4.5 No Condemnation Proceedings; Roadways. There are no condemnation or eminent domain proceedings or assessments pending or threatened against the Property or any part thereof and Seller has received no notice, oral or written, of any desire of public authority or other entity to assess, take or use the Property or any part thereof. Seller is not aware that any such proceeds or assessment is or has been contemplated by any governmental authority.

Section 4.6 No Environmental Violations. Seller warrants that to his knowledge, the Property has not been used for the storage or disposal of hazardous waste or materials, and that the Property is in compliance with all federal, state, local law and regulations relating to pollution control and environmental contamination. Seller is not aware of any hazardous substances that affect the Property nor is Seller aware of any violations of environmental laws.

Section 4.7 No Defaults. Neither the execution nor delivery of this Agreement nor the consummations of the transactions contemplated hereby will:

- (i) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument of which seller, or any predecessor of Seller, is a party; or
- (ii) Violate any restriction to which Seller, or any predecessor of Seller, is subject.

Section 4.8 No Conflicts. Purchaser and Seller 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 Purchaser nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the Consortium 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.

ARTICLE FIVE

CONSUMMATION OF SALE AND CONDITIONS TO CLOSING

The Closing shall be consummated as follows:

Section 5.1 Seller's Deliveries & Preliminary Conditions to Purchaser's Obligations.

Seller shall deliver to Purchaser at the Closing the following documents dated the Closing date, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

- (a) Statutory Warranty Deed. A statutory warranty deed in the form and substance reasonably satisfactory to Purchaser, conveying to Purchaser good, fee simple, title to the Property with the legal description provided in the Title Commitment, subject only to the Permitted Encumbrances;

(c) Title Affidavits; Bring Down Certificate. Any and all title affidavits and other related documentation reasonably requested by the Title Company; and a certificated executed at Closing, acknowledging that all representations and warranties made by Seller under this Agreement are still true and correct as of the Closing.

(d) Foreign Person Affidavit. An affidavit, under penalty of perjury, stating that Seller is not a "foreign person" (as defined under the Foreign Investment in Real Property Tax Act and the regulations promulgated thereunder), and that Purchaser is not required to withhold any portion of the Purchase price under the provisions of such Act; and

(e) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent and the payment of required funds owed by Seller pursuant to the terms of this Agreement.

Section 5.2 Purchaser's Deliveries. At the Closing and after Seller has duly complied with the provisions of Section 5.1, and if the conditions contained in Section 5.2 and elsewhere in this Agreement have been satisfied, Purchaser shall:

(d) Purchase Price to be paid in Cash at Closing. Pay to Seller at Closing the Purchase Price less the Earnest Money representing the Purchase Price to be paid at Closing;

(e) Settlement Statement and Closing Costs. An executed settlement statement prepared by the Closing Agent, and the payment of required funds owed by Purchaser pursuant to the terms of this Agreement.

Section 5.3 Closing Fees. Purchaser shall pay all closing costs and settlement fees of The Parker Law Firm, (the "Closing Agent") in connection with the Closing including, but not limited to, closing fees, title fees, state documentary transfer fees and taxes imposed on or in connection with the transaction contemplated in this Agreement.

Section 5.4 Real Estate Commission. Both parties hereby acknowledge that there are no real estate brokers or agents involved in this transaction or representing either party. Each party hereby indemnifies the other from any claims of any real estate agents or brokers with respect to this transaction.

Section 5.5 Cost of the Parties. All costs or expenses of performance of obligations hereunder and the consummation of the transactions contemplated herein which have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

ARTICLE SIX

PRORATED ASSESSMENTS AND TAXES

All ad valorem taxes for the tax year in which the Closing occurs shall be prorated at and as of the Closing. Such proration of current ad valorem taxes shall be based on the most recent tax bill. In the event that accurate proration and other adjustments cannot be made at Closing because current bills are not obtainable the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill.

ARTICLE SEVEN

DEFAULT; REMEDIES ON DEFAULT

Section 7.1. Seller's Default; Purchaser's Remedies. If Seller has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Purchaser may maintain an action for damages or a suit for specific performance or any other remedies to which Purchaser may be entitled to at law.

Section 7.2. Purchaser's Default; Seller's Remedies. If Purchaser has breached any of its covenants and agreements under this Agreement or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Seller may maintain an action for damages or any other remedies to which Seller may be entitled to at law.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

Section 8.1 Entire Agreement; Counterpart Execution. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This Agreement may be executed in Counterparts, each of which shall be deemed an original and together constitute one instrument.

Section 8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns. Purchaser shall have the right to assign this Agreement with the prior written consent of Seller, which consent shall not be unreasonably withheld.

Section 8.3 Waiver; Modification. Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of either party's rights to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit or any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the Parties.

Section 8.4 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Section 8.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama.

Section 8.6 Article Headings. The article headings as used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any Article.

Section 8.7 Cumulative Remedies. Each and every of the rights, benefits, and remedies provided to Purchaser by this Agreement, or any instrument or documents executed pursuant to this agreement, are cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller. From and after Closing each and every of the rights, benefits and remedies provided to Seller by this Agreement, or any other documents or agreements delivered at, or in connection with, the Closing are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Seller.

Section 8.8 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 8.9 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 8.10 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the Closing of the transactions contemplated hereby, shall survive the Closing and shall not be merged therein.

Section 8.11 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid.

(d) If to Seller:

Jefferson County, Alabama Human Community Services and Economic Development Attn: Dr. Frederick Hamilton 716 Richard Arrington, Jr. Blvd. North Suite A-430 Birmingham, Alabama 35203 or to such other address as may have been furnished to Purchaser in writing by Seller.

(e) If to Purchaser: Brooks if. Baker ill, 401 Baker Street Warrior, Alabama 35180 or to such other address as may have been furnished to Seller in writing by Purchaser. Any such notice, request, consent or other communication shall be deemed to be sufficiently given or served for all purchases when presented personally or by confirmed facsimile or delivered by express mail service or three (3) days after sent by registered or certified mail to any party hereto at the address set forth above or at such other address as any party shall subsequently designate in writing.

Section 8.12 Approval by Jefferson County Commission. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligations herein are subject to the approval of the Jefferson County Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:

JEFFERSON COUNTY, ALABAMA,

A political subdivision of the State of Alabama
BY: James A. Stephens
ITS: Commission President

SELLER:
Brooks H. Baker III

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

JUL-27-2016-584

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Lawson State Community College for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-585

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Lawson State Community College for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-586

WHEREAS, Nursing Assistant Solutions desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Nursing Assistant Solutions for Program Year 2016. The effective period is

July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-587

WHEREAS, Nursing Assistant Solutions desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Nursing Assistant Solutions for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-588

WHEREAS, Phlebotomy Ink Training and Staffing Agency, LLC desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Phlebotomy Ink Training and Staffing Agency, LIC for Program Year 2016. The effective period is July 1, 2016 to through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-589

WHEREAS, Phlebotomy Ink Training and Staffing Agency, LIC desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Phlebotomy Ink Training and Staffing Agency, LIC for Program Year 2016. The effective period is from July 1, 2016 to June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-590

WHEREAS, Jefferson State Community College desires to provide occupational training to Adult participants;

NOW THEREFORE BE CT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Jefferson State Community College for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-591

WHEREAS, Jefferson State Community College desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Jefferson State Community College for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-592

WHEREAS, Jefferson County Joint Apprenticeship School desires to provide occupational training to Adult participants;

NOW THEREFORE BE III RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Jefferson County Joint Apprenticeship School for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-593

WHEREAS, Jefferson County Joint Apprenticeship School desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Jefferson County Joint Apprenticeship School for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-594

WHEREAS, Fortis Institute-Birmingham Campus desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Fortis Institute-Birmingham Campus for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-595

WHEREAS, Fortis Institute-Birmingham Campus desires to provide occupational training to Mu t participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Fortis Institute-Birmingham Campus for Program Year 2016. The effective period is July 1, 2016 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-596

WHEREAS, ESD School, LLC desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with ESD School, LUC for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-597

WHEREAS, ESD School, LLC desires to provide occupational training to Adult participants;
NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with ESD School, LLC for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-598

WHEREAS, Dental Staff School, Inc. desires to provide occupational training to Dislocated Worker participants; NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Dental Staff School, Inc. for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-599

WHEREAS, Dental Staff School, Inc. desires to provide occupational training to Adult participants;
NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Dental Staff School, Inc. for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-600

WHEREAS, Beville State Community College desires to provide occupational training to Adult participants;
NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Beville State Community College for Program Year 2016. The effective period

is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-601

WHEREAS, Beville State Community College desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Beville State Community College for Program Year 2016. The effective period is July 1, 2016 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-602

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Construction Education Foundation of Alabama for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-603

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Construction Education Foundation of Alabama for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-604

WHEREAS, Asbestos Workers Local 78 Apprentice Training Trust desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Asbestos Workers Local 78 Apprentice Training Trust for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-605

WHEREAS, Asbestos Workers Local 78 Apprentice Training Trust desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Asbestos Workers Local 78 Apprentice Training Trust for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-606

WHEREAS, New Horizons Computer Learning Centers of Alabama desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with New Horizons Computer Learning Centers of Alabama for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-607

WHEREAS, New Horizons Computer Learning Centers of Alabama, desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with New Horizons Computer Learning Centers of Alabama for Program

Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-608

WHEREAS, Virginia College Birmingham Campus desires to provide occupational training to Dislocated Worker participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Virginia College Birmingham Campus for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-609

WHEREAS, Virginia College Birmingham Campus desires to provide occupational training to Adult participants;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Virginia College Birmingham Campus for Program Year 2016. The effective period is July 1, 2016 through June 30, 2017. The amount paid under the agreement depends on the number of students trained.

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

JUL-27-2016-610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Bessemer, Alabama, to assist with the Grand Opening of its first full-service Youth and Recreation Facility in the amount of \$1,000.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Bessemer, Alabama ("Bessemer"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Bessemer is a municipality located within Jefferson County, Alabama, which seeks funds to assist in the Grand Opening of its first full-service Youth and Recreation Facility; and

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

WHEREAS, Commissioner Jimmie Stephens has recommended funding of \$1,000.00 to Bessemer, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to Bessemer a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Bessemer shall use the public funds to assist in funding the Grand Opening of its first full-service Youth and Recreation Facility.

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

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

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

6. The Bessemer 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 Bessemer 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 Bessemer, 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 Bessemer 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

CITY OF BESSEMER ALABAMA 7/0046

Kenneth E. Gulley, Mayor

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

JUL-27-2016-611

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Town of Sylvan Springs, Alabama, to assist in the purchase of firefighting equipment for the fire engine in the amount of \$1,500.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Town of Sylvan Springs ("Sylvan Springs"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Sylvan Springs is a municipality located in Jefferson County which seeks assistance with the costs associated with the purchase of firefighting equipment for its fire engine; and

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

WHEREAS, Commissioner James A. Stephens has recommended funding of \$1,500.00 to Sylvan Springs, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, The parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 31, 2017.
2. The County shall pay to Sylvan Springs a lump sum payment of \$1,500.00 upon execution of this agreement.
3. Sylvan Springs shall use the public funds to purchase firefighting equipment for its fire engine. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Sylvan Springs shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. Sylvan Springs shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts. all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County' and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Sylvan Springs for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Sylvan Springs representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Sylvan Springs representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products. Or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by. or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such

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

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

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

TOWN OF SYLVAN SPRINGS ALABAMA

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

JUL-27-2016-612

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Amendment No. 2 to the Agreement between Jefferson County, Alabama and Neel Schaffer for the purpose of extending the terms of the Agreement to June 3, 2019. There are no additional funds required.

AMENDMENT NO. 2
TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY [DEPARTMENT OF ROADS AND TRANSPORTATION
THE DESIGN AND PRODUCTION OF COMPLETE
ROAD PLANS FOR THE
EXTENSION OF GALLERIA BOULEVARD

This document shall AMEND the Scope of the:

Original AGREEMENT, dated April 25, 2013, Minute Book 164, Pages 593-601, Amendment No.1, dated April 9, 2015, Minute Book 168, Pages 25-26.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI— MISCELLANEOUS PROVISIONS, SECTION 4 — DELAYS AND EXTENSIONS.

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

AMENDMENT TO ARTICLE IV — TIME OF BEGINNING AND COMPLETION

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

Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien

within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 27th day of July, 2016.

Chris Sellers
Vice President/Engineer Manager

RECOMMENDED:
Tracy A. Pate,
Interim Director

ATTEST:
Minute Clerk

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

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

Communication was read from Roads and Transportation for a request from Cullman/Jefferson Gas for a request for Excavation Permits to install 750' of 1 1/4" gas main on Dakota Trail from Shephard Lane to dead end in Pawnee.

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

JUL-27-2016-613

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission authorizes the execution of the acceptance of maintenance of the existing street located within the boundaries of the right-of-way recorded in Map Book 150, Page 45, in the Birmingham Division of the Jefferson County Probate Court.

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Wisteria Circle, as shown in Wisterwood, as situated in the SW 1/4 of the SW 1/4 of Section 6, Township 19S, Range 2W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of July 1996.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of Commission of said completion.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing street, as constructed and located within the boundaries of the right-of-way recorded in Map Book 150, Page 45, in the Birmingham Division of the Jefferson County Probate Court.

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

JUL-27-2016-614

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and the Alabama Department of Transportation (ALDOT) for reimbursable Utility-Consultant Engineering Agreement with Engineering Design Technologies, Inc. in the amount of \$90,402.28.

WHEREAS, Jefferson County, Alabama entered into an agreement with Engineering Design Technologies, Inc., on August 27, 2015, M.B. 168, Pages 422, for engineering related costs to relocate sanitary sewers that are in conflict with ALDOT's Phase III, Widening and Resurfacing of Patton Chapel from Crayrich Drive to Chapel Lane in the City of Hoover; and

WHEREAS, subsequent investigation determine the sanitary sewer alignment required to avoid conflicts with the roadway project increases the estimated sewer construction and related design cost; and

WHEREAS, the corrections have been incorporated in a replacement agreement executed by with Engineering Design Technologies, Inc., and requires approval and execution by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The Agreement of August 27, 2015, M.B. 168, Pages 422, between Jefferson County Commission and Engineering Design Technologies, Inc., is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and Engineering Design Technologies, Inc. (copy attached) reflecting MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING \$20,091.16, MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING \$40,168.45 and MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING \$30,142.67 is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

ALABAMA DEPARTMENT OF TRANSPORTATION
(AGREEMENT FOR ENGINEERING SERVICES BY
CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility, Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Engineering Design Technologies, Inc. (hereinafter called the ENGINEER) Engineer's Phone Number (205) 942-8630

W I T N E S S E T H:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

1. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. STPBH-7020(601)_ in Jefferson County, Alabama; said project being described on the project plans as Hoover Topics Project — Patton Chapel Road Phase III from Crayrich Drive to Chapel Lane_ between Station 13+00 and Station 56+00 . The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable. The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

2. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

3. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 30 calendar days after date of written notice to proceed; and Phase II within 60 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

4. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefore, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested.

All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$ 20,091.16; the maximum payment for Phase II will not exceed \$ 40,168.45; and the maximum payment for Phase III will not exceed \$ 30,142.67.

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

V. Construction Cost Estimate for Project The estimated relocation cost is in the amount of \$ 579,765.94 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents: Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension: In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment: The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract. The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination. In the event the Alabama Department of

Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance with Laws: The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer: This contract shall be binding upon the successors and the assigns of the respective parties hereto. There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XL Employment of Federal, State, County or City Workers: Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement: The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work: The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement. This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project. The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAUD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection

of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the 13th day of April, 2016, and the OWNER on the 27th day of July, 2016.

RECOMMENDED:

David Denard, P.E. Director
Environmental Services Department

OWNER:

Jefferson County Commission
Jefferson County, Alabama
James A. Stephens, President

ENGINEER:

Engineering Design Technologies, Inc.
Zachary Robertson, P.E.
Vice President

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

JUL-27-2016-615

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Schneider Electric in the amount of \$45,017.00 to provide OEM maintenance and support for existing CitectSCADA software.

CitectSCADA Software Maintenance and Support

THIS AGREEMENT entered into this 22 day of June, 2016, by and between Jefferson County Alabama hereinafter called "the County", and Schneider Electric USA, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2016.

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

WHEREAS, the Contractor desires to furnish said CitectSCADA Software Maintenance and Support to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth. **SCOPE OF SERVICES:** This contract results from Environmental Services Department's request for CitectSCADA software and maintenance support. This contract and Schneider Electric's quote number 35149-16-27960 describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A. Those two (2) components constitute the entire agreement between the parties.

2. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires June 30, 2017.
3. **COMPENSATION:** The Contractor shall be compensated a sum not to exceed \$45,017.00, (See Exhibit A).
4. **PAYMENT TERMS:** NET 30 days
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 is 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. **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, which consent shall not be unreasonably withheld.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Upon request from County, evidence of insurance will be furnished

to the Purchasing Agent. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

15. **STATEMENT OF COMPLIANCE:** By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
16. **FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal to the extent caused by the negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with the performance of this agreement. Company obligation under this Section shall not extend to any liability to the extent it is caused by the negligence of the County, or its employees. Exclusion of Damages. **IN NO EVENT WILL CONTRACTOR OR ITS SUBCONTRACTORS BE LIABLE TO COUNTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, PROFITS OR GOODWILL, OR LOSS OF DATA, DATA FILES OR PROGRAMS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LIMITATION OF LIABILITY. IN NO EVENT WILL CONTRACTOR OR ITS SUBCONTRACTORS AGGREGATE LIABILITY TO COUNTY OR ANY THIRD PARTY, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT. THE LIMITATION ON LIABILITY FOR DAMAGES SET FORTH IN THIS SECTION 18 WILL NOT BE EFFECTED BY ANY FAILURE OF THE SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.**
18. **VIOLATION:** Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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

Jefferson County Commission
James A. Stephens

Schneider Electric USA, Inc.

PRESIDENT

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

JUL-27-2016-616

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and ServisFirst Bank regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the 27TH day of July, 2016, by and between JEFFERSON COUNTY, ALABAMA (the "County") and ServisFirst Bank (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the ServisFirst Headquarters located at 2500 Woodcrest Place, Homewood AL. 35209, more particularly described as Lot 1A Homewood Park Resurvey, recorded in Map Book 212, Page 29, in the Probate Office of Jefferson County, Alabama, Birmingham Division (the "Recording Office").

County is the holder and grantee of a right-of-way and easement for sanitary sewer purposes (the "Easement") recorded at Inst. #2016010883 in the Recording Office.

Owner has installed without approval one storm sewer manhole and a 24 inch diameter RCP storm sewer main over or adjacent to an existing sanitary sewer main falling within the Jefferson County Easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the ServisFirst Headquarters. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA
James A. Stephens
President
SERVISFIRST BANK
Executive VP

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

JUL-27-2016-617

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

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

JUL-27-2016-618

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Mark and Gena Sullivan is hereby denied.

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

JUL-27-2016-619

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Lexington Insurance Company in the amount of \$39,496.00 in return for execution of the Sworn Statement in Proof of Loss form.

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

JUL-27-2016-620

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Marvin and Carmen Caldwell in the amount of Five Thousand Forty Nine and 62/100 (\$5,049.62) 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 Marvin and Carmen Caldwell in the amount of \$5,049.62 and forward it to the County Attorney for disbursement.

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

JUL-27-2016-621

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Theresa Jordan in the amount of Eight Thousand Six Hundred Sixty Five and 00/100 (\$8,665.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Theresa Jordan in the amount of \$8,665.00 and forward it to the County Attorney for disbursement.

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

JUL-27-2016-622

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Weathertech Distribution Company in the amount of Twenty Thousand Six Hundred Sixty Three and 56/100 (\$20,663.56) 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 Weathertech Distribution Company in the amount of \$20,663.56 and forward it to the County Attorney for disbursement.

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

JUL-27-2016-623

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Daniel Manley in the amount of Two Thousand One Hundred Twenty Five and 00/100 (\$2,125.00) Dollars is

hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Daniel Manley in the amount of \$2,125.00 and forward it to the County Attorney for disbursement.

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

JUL-27-2016-624

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Howard Rental, LLC in the amount of Three Hundred Twenty Five and 00/100 (\$325.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Howard Rental, LLC in the amount of \$325.00 and forward it to the County Attorney for disbursement.

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

JUL-27-2016-625

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Steven L. Debrow in the amount of Three Thousand Two Hundred Thirty Five and 62/100 (\$3,235.62) Dollars.

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

JUL-27-2016-626

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Greater Birmingham Humane Society for the purchase of 16 kennels for transferring of animals in the amount of \$2,500.00.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Greater Birmingham Humane Society ("Humane Society"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Humane Society is a 501(c)(3) organization which seeks funds to build 16 kennel runs in a covered patio area, which will be used to transfer dogs during morning cleaning and give them more fresh air time; and

WHEREAS, the Humane Society meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,500.00 to the Humane 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 July 31, 2017.
2. The County shall pay to the Humane Society a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Humane Society shall use the public funds to assist in building 16 kennel runs in a covered patio area, which will be used to transfer dogs during morning cleaning and give them more fresh air time.
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. The Humane Society shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. The Humane 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 Humane Society for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Humane 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 Humane 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 Humane 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 Humane 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

James A. Stephens, President
Jefferson County Commission

GREATER BIRMINGHAM HUMANE SOCIETY
Ramon Graffeo

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and the Jimmie Hale Mission in the amount of \$2,500.00, for the purpose of providing programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Downtown Jimmie Hale Mission ("Jimmie Hale Mission"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Jimmie Hale Mission is a 501(c)(3) organization which seeks to provide programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County; and

WHEREAS, the Jimmie Hale Mission meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,500.00 to the Jimmie Hale Mission, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to the Jimmie Hale Mission a lump sum payment of \$2,500.00 upon execution of this agreement.
3. The Jimmie Hale Mission shall use the public funds to assist in providing programs and services to minister to the spiritual and physical needs of the men, women and children of Jefferson County.

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

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

5. The Jimmie Hale Mission 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 Jimmie Hale Mission for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Jimmie Hale Mission 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 Jimmie Hale Mission 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 Jimmie Hale Mission 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 Jimmie Hale Mission 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

DOWNTOWN JIMMIE HALE MISSION

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

JUL-27-2016-628

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and McWane Science Center in the amount of \$2,500.00 for the purpose of providing support for its Education Scholarship Fund for students.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the McWane Science Center ("McWane"), applied for a grant of funds for \$2,500.00; and

WHEREAS, McWane is a 501(0)(3) organization which seeks funding for its Education Scholarship Fund, which supports the cost of serving students from low-income and at-risk populations by providing science outreach programs to schools; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,500.00 to McWane, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to McWane a lump sum payment of \$2,500.00 upon execution of this agreement.
3. McWane shall use the public funds to assist in funding its Education Scholarship Fund, which supports the cost of serving students from low-income and at-risk populations by providing science outreach programs to schools.

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

4. McWane shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. McWane 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 McWane for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The McWane 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 McWane 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 McWane 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 McWane 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
MC WANE SCIENCE CENTER

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

JUL-27-2016-629

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Warrior in the amount of \$1,000.00, for the purpose of purchasing field dirt for the ball park fields.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the City of Warrior, Alabama ("Warrior"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Warrior is a municipality located within Jefferson County, Alabama, which seeks to purchase field dirt for ball park fields located on 5th Street within the City of Warrior; and

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

WHEREAS, Commissioner Joe Knight has recommended funding of \$1,000.00 to Warrior, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to Warrior a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Warrior shall use the public funds to assist in the purchase of field dirt for ball park fields located on 5th Street within the City of Warrior.

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

4. Warrior shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. Warrior 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 Warrior for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Warrior 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 Warrior 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 2 further certifies that neither Warrior, 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 Warrior 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
CITY OF WARRIOR, ALABAMA

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

JUL-27-2016-630

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Fresh Air Family Education in the amount of \$2,500.00 for the purpose of providing assistance in funding in the education programs at Ruffner Mountain.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Fresh Air Family, Inc. ("Fresh Air Family"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Fresh Air Family is a 501(c)(3) organization which seeks funding for its education program at Ruffner Mountain which provides healthy, family-oriented educational opportunities in the great outdoors; and

WHEREAS, Fresh Air Family meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,500.00 to Fresh Air Family, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on July 31, 2017.
2. The County shall pay to Fresh Air Family a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Fresh Air Family shall use the public funds to assist in funding its education program at Ruffner Mountain which provides healthy, family-oriented educational opportunities in the great outdoors.

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

4. Fresh Air Family shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.
5. Fresh Air Family 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 Fresh Air Family for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Fresh Air Family 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 Fresh Air Family 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 2 federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Fresh Air Family 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 Fresh Air Family 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

FRESH AIR FAMILY, INC.

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

JUL-27-2016-631

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and AMT Staffing in the amount of \$150,000.00, for the purpose of providing temporary election staffing for the Jefferson County Election Commission for a period July 27, 2016 through December 23, 2016.

PROFESSIONAL SERVICES CONTRACT

"TEMPORARY STAFFING"

(AMT STAFFING)

THIS AGREEMENT entered into this 27th day of July, 2016, by and between JEFFERSON COUNTY, ALABAMA, hereinafter called the "County", and AMT MEDICAL STAFFING, hereinafter called the "Contractor". The effective date of this agreement shall be July 27, 2016.

WHEREAS, the County desires to contract for temporary election staffing for the Jefferson County Election Commission, Absentee Elections Manager; and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 152-14 dated August 15, 2014, the terms of which are included herein by reference. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following:
Temporary election staffing as requested and for the benefit of the Absentee Elections Manager and Jefferson County Election Commission.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render "Temporary Staffing Services" to the Jefferson County Commission as authorized by the

Absentee Elections Manager and Election Commission at any time after the effective date of this contract. The completion date of all services under this contract is July 27, 2016 — December 23, 2016.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered up to a maximum charge as specified in Exhibit entitled "Labor Rates/Price Sheet".

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

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

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

8. **NON-DISCRIMINATION POLICY:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer.

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

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

Client: Jefferson County Manager
Suite 251

716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

Copy To: Anne-Marie Adams, Clerk

Circuit Court of Jefferson County Jefferson County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

11. **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 costs and attorney's fees, for liability claimed against or imposed upon the County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors, or omissions, including engineering and/or professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor and/or its subcontractors or

claims under such similar laws or obligations. Contractor obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the Contractor must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes (1) comprehensive general liability; (2) comprehensive automobile liability; (3) worker's compensation and employer's liability.

12. **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.

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

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

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

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

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

17. **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.

18. **INVOICING:** All invoices must agree with the purchase order in description and price, and must include the following information: (1) Purchase Order number; (2) Ship to Department name and address. Invoices are to be payable upon approved invoice within forty five (45) days. In order to ensure prompt payment, all original invoices* must be sent to: Jefferson County Commission Purchase Order Finance Department 716 Richard Arrington Jr. Blvd. North Room 820, Courthouse Birmingham, Alabama 35203 Jefferson County Manager Suite 251 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

Anne-Marie Adams, Clerk Circuit Court of Jefferson County Jefferson County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

*If invoice does not agree with Purchase Order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

19. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a ninety (90) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

AMT MEDICAL STAFFING

JEFFERSON COUNTY, ALABAMA
JAMES A. STEPHENS, President
Jefferson County Commission

LABOR RATES/PRICE SHEET

Supplemental Staffing:

Price: \$16.50 per hour / \$24.75 overtime for Data Entry Clerk/Office Assistant

Price: \$22.00 per hour / \$33.00 overtime for Administrative Assistants

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

**Jefferson
 Unusual
 7/28/2016**

County

**Commission
 Demands**

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001002	COMM DIST 2	100193	JEFFCO TREASURER	rubber stamp for commissioner brown	28.05	164982	5499
	TOTAL				28.05		
10001100	REVENUE	100193	JEFFCO TREASURER	REIMB. POSTAGE FOR TITLE REMITS 5/5-5/31/16 B#5364	120.95	164002	5364
10001100	REVENUE	101854	WESLEY SCOTT MOORE	RET. TRAVEL 3/27/16-W S MOORE-DOC#150627	68.61	165043	5508
	TOTAL				189.56		
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 238010	269.30	165193	5524
10001200	COUNTY ATTORNEY	126941	LEGISLATIVE REFERENCE SERVICE	INVOICE NO. 228-16	15.00	165382	5524
10001200	COUNTY ATTORNEY	130580	ADVANCE ALABAMA MEDIA LLC	AD # 0007699447 Cust #2001025	145.75	165388	5524
	TOTAL				430.05		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED UNSANDED GRIT FOR WOMEN'S RESTROOM BCH	13.21	164478	5450

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MORTAR MIX FOR BESS CH	4.59	164831	5484
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PLANTS FOR 9TH FL TERRACE AT BHAM CH	226.32	164838	5484
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED UNSANDED GROUT AND PERMAFLES FOR BESS CH	46.40	164840	5484
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR CDL - LOUIS WALTERS	30.00	164842	5486
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A BOX OF CERAMIC TILE FOR BCH WMS RESTRO	26.38	165214	5530
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FILING/STACKING CRATE FOR GSOC ELECTIONS	23.97	165370	5562
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FOUR KEY PAD LOCKS FOR THE MORGUE	4.00	165504	5585
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED LAMINATE & PLYWOOD FOR BESS CH ANNEX	322.38	165650	5605
	TOTAL				697.25		
10002404	GEN SERVICES UTILITIES	100193	JEFFERSON CO TREASURER	POSTAGE EXTRA PAID FOR PACKAGE OUT OF COUNTRY	8.43	165647	5603
	TOTAL				8.43		
10003200	SENIOR CITIZEN SVCS-GEN	100045	ALABAMA DEPARTMENT OF LABOR REIMBURSE	ADSS DISALLOWED EXPENDITURES FY 14 AUDIT	17,809.43	166063	5683
	TOTAL				17,809.43		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	WALMART ORD# 4441610889165 PEDESTAL FANS	98.04	164484	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES TRANS# 11372923	36.82	164485	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES 68992064	23.48	164486	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRANS# 169645	9.99	164487	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES TRANS# 9471184 \$29.94 86582118 \$7.98	37.92	164488	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	WALMART TRN# 09683	15.76	164489	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES 67680533	26.21	164490	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES 13766968	42.84	164492	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES 9030464	5.98	164493	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LOWES 31400726	15.72	164496	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT 241061	32.68	164498	5453
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	NAPA 705000	38.99	164893	5492
10004110	SF ENFORCEMENT -BHAM	103199	LAWANDA BONNER	TRAVEL REIMBURSEMENT	1,280.22	165438	5573
	TOTAL				1,664.65		
10004150	SF ENFORCEMENT -BS	100128	JEFF CO DEPUTY TREASURER	OFFICE DEPOT TRN 7091	40.98	164809	5483
	TOTAL				40.98		
10004180	SF CORRECTIONS BS	100128	JEFF CO DEPUTY TREASURER	WALMART TC 86279508960624240560	64.55	164805	5482
10004180	SF CORRECTIONS -BS	100128	JEFF CO DEPUTY TREASURER	SAM'S CLUB TC 25322472274393087357	45.84	164806	5482
	TOTAL				110.39		
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Candy and Floor Supplies for Residents	147.16	165535	5589
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Cleaning Supplies for Residents	312.92	165949	5676
	TOTAL				460.08		
10004300	CORONER	100193	JEFFERSON CO TREASURER	deputy coroner protective phone case	49.99	165435	5575
	TOTAL				49.99		
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	Petty Cash UDPC office supplies	7.99	165106	5520
	TOTAL				7.99		

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
21305100	ROADS AND TRANS						
	ADMIN	100193	JEFFERSON CO TREASURER	NOTARY STAMPS & EMOBSSING SEALS	148.35	165936	5674
	TOTAL				148.35		
21305400	ROADS AND TRANS						
	HWY ENG CONS	100193	JEFFERSON CO TREASURER	BRASS HOSE FITTINGS FOR TRAFFIC DIVISION	7.39	164483	5452
21305400	ROADS AND TRANS						
	HWY ENG CONS	100193	JEFFERSON CO TREASURER	HEADLAMPS, SPRAY FOAM FOR GARY COCHRAN	144.01	164578	5456
	TOTAL				151.40		
21305500	ROADS AND TRANS						
	HWY MNT	100193	JEFFERSON CO TREASURER	KEYS, TOOLS, MISC SUPPLIES, FLOOR MATS- BESSEMER	296.71	165028	5505
21305500	ROADS AND TRANS						
	HWY MNT	100193	JEFFERSON CO TREASURER	FUEL LINE, SPARK PLUG, TOOLS - BESSEMER	145.29	165039	5507
21305500	ROADS AND TRANS						
	HWY MNT	100193	JEFFERSON CO TREASURER	PARKING FEE, TOOLS, KEYS, MISC	257.21	165857	5653
	TOTAL				699.21		
21305600	ROADS AND TRANS						
	MNT KET	100193	JEFFERSON CO TREASURER	HERBICIDE APPLICATOR PERMIT RENEWAL - LEE BALDWIN	93.15	165775	5628
	TOTAL				93.15		
21401301	BOARD OF						
	EQUALIZATION	100193	JEFFERSON CO TREASURER	Petty Cash-Henderson-Frt Ctr Signs	52.40	163576	5285
21401301	BOARD OF						
	EQUALIZATION	100193	JEFFERSON CO TREASURER	PC-Thomas-Card for iTunes for iPad Operation	25.00	163888	5345
	TOTAL				77.40		
22118600	CG ADMIN	134129	MITZI DAYBALL	Re-imbusement for travel	170.70	165133	5521
	TOTAL				170.70		
24212020	ECONOMIC DEVEL	100193	JEFFERSON CO TREASURER	JOB FAIR MEETING EXPENSES	56.38	165383	5565
24212020	ECONOMIC DEVEL	100193	JEFFERSON CO TREASURER	JOB FAIR PARKING FEES	8.00	165391	5565
24212020	ECONOMIC DEVEL	100193	JEFFERSON CO TREASURER	Refreshments for meeting July 12,13, 2016	44.94	165616	5596
	TOTAL				109.32		
60407100	ESD GENERAL ADMIN	134351	ROGIE ALLEN MCCOMBS	ROW PAYMENT FOR WICKSTEAD SS REPLACEMENT TR 26	200.00	164082	5377
60407100	ESD GENERAL ADMIN	134361	PHILLIS HOMES	ROW PAYMENT FOR WICKSTEAD SS PROJECT TRACT 25	500.00	164095	5378
60407100	ESD GENERAL ADMIN	134414	LASHUNDRA JOHNSON	ROW PAYMENT FOR WICKSTEAD SS REPLACMENT TRACT 11	203.00	164099	5379
	TOTAL				903.00		
60407101	SEWER BILLING	134433	CURTIS THOMPSON	REFUND FOR OVERPAYMENT I4-13020D	287.99	165860	5656
60407101	SEWER BILLING	134443	CSL PROPERTIES LLC--- LEE AMBERSON	Refund for Overpayment	197.64	165866	5656
60407101	SEWER BILLING	134495	MALLORY DODSON BRADLEY	REFUND FOR OVERPAYMENT	58.23	165947	5656
60407101	SEWER BILLING	134496	STACY ARMSTRONG	REFUND FOR OVERPAYMENT	58.06	165946	5656
60407101	SEWER BILLING	134497	PEARLIE MAE CLARK	refund for overpayment	34.32	165945	5656
60407101	SEWER BILLING	134498	TANYA MCCAIN	REFUND FOR OVERPAYMENT	29.60	165948	5656
	TOTAL				665.84		
60407102	BARTON LABORATORY	100193	JEFFERSON CO TREASURER	FEDEX - URGENCY SHIPPING SAMPLES TO LRS	59.74	164449	5440
	TOTAL				59.74		
60407230	SEWER LINE						
	CONSTRUCTION	100193	JEFFERSON CO TREASURER	SAW BLADES, CDL PORTION OF DRIVER'S LICENSE	64.31	165501	5583
	TOTAL				64.31		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	V-BELT;POWERADE;WATER;GATORADE; WASHERS;USB DATA LO	363.65	165340	5556
	TOTAL				363.65		
60407250	SEWER LINE						
	MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	CARBURETOR	32.02	165774	5627
	TOTAL				32.02		
60407252	VILLAGE CREEK						
	LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR C. BRIDGES DEPT. 7250	20.00	165785	5634
	TOTAL				20.00		
60407253	SHADES LINE						
	MAINTENANCE	100193	JEFFERSON CO TREASURER	SERVICE ON BAY DOOR AT SHADES	165.00	165776	5629
60407253	SHADES LINE						
	MAINTENANCE	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR J. GRIMES DEPT. 7253	20.00	165781	5632
	TOTAL				185.00		
60407270	TELEVISION INSP	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR K. WILSON	20.00	165777	5630
	TOTAL				20.00		

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	CLEANER; LAB SUPPLIES; PARKING	193.70	164603	5461
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	ALUMINUM; SQUEEZE CONNECTOR	92.95	165859	5654
	TOTAL				286.65		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	3 way signal splitter	132.58	165320	5552
	TOTAL				132.58		
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash a/c air filters	287.40	163998	5363
	TOTAL				287.40		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner plumbing printer ribbon printer paper	458.83	164695	5474
	TOTAL				458.83		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	V-BELT;POWERADE;WATER;GATORADE; WASHERS;USB DATA LO	363.65	165340	5556
	TOTAL				363.65		
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	WALL MOUNT;UNICAM CONNECTOR;	273.69	165760	5623
	TOTAL				273.69		
70101720	PERSONNEL BOARD ADMIN	133691	JEFF CRENSHAW	EmployeeReimbursement-JCrenshaw -PinsforGraduation	277.20	165363	5561
	TOTAL				277.20		
70101750	PERSONNEL BOARD TESTING	105557	ANTHONY COLE	Assessor Reimbursement for Anthony Cole	253.52	165321	5549
70101750	PERSONNEL BOARD TESTING	128789	DEBORAH MILLS	Assessor Reimbursement for Debroah Mills	621.80	165313	5549
70101750	PERSONNEL BOARD TESTING	130562	WESLEY MCCARROLL	Assesser for 2016 Firefighter Assessment	378.80	166064	5684
70101750	PERSONNEL BOARD TESTING	131321	WILLIE JAMES	Assessor Reimbursement for Willie James	127.00	165325	5549
70101750	PERSONNEL BOARD TESTING	132565	ERIC GORDON	Assessor Reimbursement for Eric Gordon	305.36	165324	5549
70101750	PERSONNEL BOARD TESTING	132577	BRENDA BRIGGS	Assessor Reimbursement for Brenda Briggs	470.60	165318	5549
70101750	PERSONNEL BOARD TESTING	133696	BRONZE MCGHEE LOUGHEED	EmployeeTravelReimbursement-Bronze McGhee Lougheed	378.09	165227	5536
70101750	PERSONNEL BOARD TESTING	133821	CHARLES MURRELL	Assessor Reimbursement for Charles Murrell	564.02	165328	5549
70101750	PERSONNEL BOARD TESTING	133823	STEPHEN MADDOX	Assessor Reimbursement for Stephen Maddox	326.68	165327	5549
70101750	PERSONNEL BOARD TESTING	133824	KELLY GAWLIK	Assessor Reimbursement for Kelly Gawlik	314.20	165322	5549
70101750	PERSONNEL BOARD TESTING	134393	JOSEPH JUMP	Assessor Reimbursement for Joseph Jump	655.28	165326	5549
70101750	PERSONNEL BOARD TESTING	134464	JODY LECHELER	Employee Mileage Reimbursement - J. Lecheler	70.74	165338	5554
	TOTAL				4,466.09		
70204500	EMERGENCY MANAGEMENT AG	100193	JEFFERSON CO TREASURER	EMA Petty Cash 7-8-16	494.95	165051	5509
	TOTAL				494.95		
	GRAND TOTAL				32,300.98		

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

JUL-27-2016-632

FOR WEEK OF 07/01/16 – 07/07/16

THERE WERE NO PURCHASING ITEMS TO REPORT.

FOR WEEK OF 07/08/16 – 07/14/16

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

1. RECOMMENDED FOR ENVIRONMENTAL SERVICES DEPARTMENT FROM CONSOLIDATED PIPE & SUPPLY, BIRMINGHAM, AL, TO AWARD BID FOR PIPE SUPPLIES FOR WWTP(S) FOR THE PERIOD OF 07/27/2016 – 07/27/2017 TO BE PURCHASED AS NEEDED. (1ST YEAR)

REFERENCE BID # 52 – 16

REFERENCE MUNIS BID # 16018

2. RECOMMENDED FOR YOUTH DETENTION & PACA MEMBERS FROM EVANS MEATS, BIRMINGHAM, AL, TO AWARD BID FOR FRESH MEATS FOR THE PERIOD OF 07/01/2016 – 06/30/2016 TO BE PURCHASED AS NEEDED. (1ST YEAR)

REFERENCE BID # 80 – 16

REFERENCE MUNIS BID # 16044

3. RECOMMENDED FOR PUMP STATIONS FROM HYDRA SERVICES, WARRIOR, AL, TO AWARD BID FOR GODWIN DRI-PRIME CD103 4”X4” PUMP FOR THE PERIOD OF 08/01/2016 – 07/31//2017 TO BE PURCHASED AS NEEDED. (1ST YEAR)

REFERENCE BID # 90-16

REFERENCEE MUNIS BID # 16052

4. RECOMMENDED FOR JEFFERSON COUNTY DEPARTMENTS & PACA MEMBERS FROM BUSINESS ELECTRONICS, BIRMINGHAM, AL, TO AWARD BID FOR SHARP AQUOS BOARDS FOR THE PERIOD OF 08/01/16 – 07/31/17 TO BE PURCHASED AS NEEDED. (1ST YEAR)

REFERENCE BID# 98 – 16

REFERENCE MUNIS BID# N/A

Motion was made by Commissioner Carrington and seconded by Commissioner Brown that the above Purchasing Reports be approved. Voting “Aye” Bowman, Brown, Carrington, Knight and Stephens.

JUL-27-2016-633

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 07/01/16 – 07/07/16 AND 07/08/16 – 07/14/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner Carrington and seconded by Commissioner Brown that the above Purchasing Reports be approved. Voting “Aye” Bowman, Brown, Carrington, Knight and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson Credit Union Visa Statement with a closing date of June 30, 2016, is hereby approved.

Motion was made by Commissioner Carrington and seconded by Commissioner Brown that the Jefferson Credit Union Credit Card Statement be approved. Voting "Aye", Bowman, Brown, Carrington, Knight and Stephens.

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

Mark Wilson
1,013.39
Mark Coste
1,013.39
AAAO Summer Conference
Orange Beach, AL – August 9-12, 2016

Environmental Services

*Daniel White
1,772.63
Cedric Hayden
1,981.57
Water Environment Federation Conference
New Orleans, LA – *September 25-28, 2016 – September 25-29, 2016

Revenue

Bruce Thompson
150.00
Wes Stoudenmire
150.00
CRE Course
Hoover, AL – September 9, 2016

INDIVIDUAL STAFF DEVELOPMENT

Commissioner, District 5

David Carrington
224.00
ACCA Convention 2016
Orange Beach, AL – August 15-18, 2016

David Carrington	
394.70	
Alabama Economic Growth Summit	
Washington, DC – June 19-22, 2016	
David Carrington	88.50
2016 Economic Development Association of AL Summer Conference	
Orange Beach, AL – July 24-25, 2016	
Community Development	
Connie Grant	
219.12	
Certified Governmental Accounting Technician Program	
Tuscaloosa, AL – August 25, 2016	
County Attorney	
Carol Nelson	85.32
CLE Seminar	
Prattville, AL – June 8-9, 2016	
Environmental Services	
Gary Nelson	
706.70	
Water and Wastewater Technology	
Phoenix City, AL – July 25-27, 2016	
Information Technology	
Joe White	
2,635.46	
ALNENA Statewide Annual Conference	
Orlando, FL – August 13-19, 2016	
Revenue	
Bruce Thompson	
2,647.50	
Tax Audit	
Houston and Dallas, TX – August 20-28, 2016	
Bruce Thompson	
3,056.50	
Tax Audit	
Denver, CO – September 17-25, 2016	
Charles Bell	
1,148.20	
Tax Audit	
Hattiesburg and Tupelo, MS – August 7-12, 2016	

Charliestean Lewis
175.00
Overview of County Government
Prattville, AL – July 13-14, 2016

Wes Stoudenmire
150.00
Economic Development Institute
Hoover, AL – July 15, 2016

Charles Bell
150.00
CRE Class
Hoover, AL – August 5, 2016

Tax Assessor – Birmingham

Henri Anthony
2,046.76
Bankruptcy, Collections and Exemptions
Orange Beach, AL – August 7-12, 2016

Tax Collector – Bessemer

Elizabeth Boles
1,027.46
Bankruptcy, Collections and Exemptions
Orange Beach, AL – August 7-9, 2016

Tax Collector Birmingham

JT Smallwood
1,599.63
Alabama Association of Assessing Officials
Orange Beach, AL – August 9-12, 2016

FOR INFORMATION ONLY

Personnel Board

Lorren Oliver
840.42

Jeff Crenshaw
822.59

Brian Bellenger
879.49
Meeting at Department of Justice
Washington, DC – June 28-30, 2016

Sheriff

David McCool
345.00

Vince Gilham
345.00
Advanced School Resource Course
Columbiana, AL – July 19-21, 2016

Timothy Sanford
1,637.55
William Schuelly
1,637.55
Rickey Lindley
1,637.55
MVCI/EPIC/DIAP 26th Annual Training
Nashville, TN – August 28 – September 2, 2016

Brian Streit
1,564.96
James Perry
1,564.96
23rd Annual Homicide Investigation Training
New Orleans, LA – July 31 – August 5, 2016

Roger Morris
295.00
Talk Tactics Verbal De-escalation and Compliance
Birmingham, AL – August 8-9, 2016

David Wright
1,049.09
ALEA TAC/AISO Conference
Orange Beach, AL – September 18-21, 2016

Kyomi Coleman
300.00
Career Fair
Montgomery, AL – September 29, 2016

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

JUL-27-2016-635

BUDGET TRANSACTIONS

A – Position Changes and / or Revenue Changes

(1) County Manager's Office	
Add 6 Accounting Assistant II's (Grade 16-2) annual cost	\$200,916.00
No Additional Funds Required	

B – Other Budget Transactions

N/A

C – For Information Only

N/A

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

JUL-27-2016-636

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Dell Marketing, LP (PACA Agreement) for this purpose of providing microcomputer and related peripheral equipment as defined in ITB 26-16 for a period of July 1, 2016 through June 20, 2017, not to exceed \$300,000.00.

MICROCOMPUTERS AND PERIPHERAL EQUIPMENT

THIS AGREEMENT entered into this 13th day of June 2016, by and between Jefferson County Alabama hereinafter called "the County", and Dell Marketing, L.P., hereinafter called "the Contractor", located at One Dell Way, Round Rock, Texas, 78682. The Effective Date of this agreement shall be July 1, 2016.

WHEREAS, the County desires to contract for Microcomputers, Peripheral Equipment and Installation Services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor will provide to the County, Microcomputers, and Peripheral Equipment described in Jefferson County Commission ITB 26-16 and the Contractor's response to ITB 26-16. Those two documents and this Contract document, including its Purchase Orders, constitutes the entire agreement between the parties. In the event of a conflict or ambiguity between the terms of this Contract, the Contractor's response to ITB 26-16 or a Purchase Order, the terms will take precedence in the following order: the Purchase Order; this Contract and the Contractor's response to ITB 26-16.
3. **PRICE AND MODEL UPDATE:** In the event a product is discontinued, the Contractor will provide a unit of the same or greater functionality, providing the unit is available as part of the Contractor's standard product listing. In the event that an original proposed system is discontinued, Contractor will provide an equivalent system at the price listed in Attachment A.
4. **DELIVERY:** Each delivery of products will be marked with the Purchase Order Number. Delivery dates will not exceed 30 days from the date of purchase order, except where circumstances as outlined in Section 11

prevent delivery within the 30 days. Inside Delivery shall mean products being delivered to address as indicated on the Purchase Order.

5. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the Effective Date of this Contract. The Contract Effective Date is July 1, 2016, contract expires on June 30, 2017, with the County's option to renew for two (2) additional one (1) year terms.

6. **PRICE LIST:** (Attached hereto as Exhibit A).

7. **ORDERING AND PAYMENT:**

A. **QUOTES AND ORDERS.** The County must identify the Contractor's quotation, the Contractor's Contract Code assigned to this Contract, the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Acceptance of orders shall occur on the first day after delivery of the product to the Customer.

B. **PAYMENT.** Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Any variations from standard terms must be approved by Dell in advance of acceptance of an order. Payment must be made in the method and currency identified by the Contractor. The Contractor must approve in writing any assignment by the County of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC).

8. **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 Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

9. **STATEMENT OF CONFIDENTIALITY:** "Confidential Information" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("Representatives"), or governmental taxing authorities, on a "need-to-know" basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

10. **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 in the federal or state court with jurisdiction over Jefferson County Alabama. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

11. **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. 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. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party.

12. **EXCUSED PERFORMANCE:** Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of the Contractor, its affiliates or their subcontractors to perform their obligations under this contract will be excused to the extent such non-performance is caused by the acts or omissions of the County, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this contract (including payment), but rather will only excuse a delay in performance.

13. **EXCLUDED DATA:** The County acknowledges that Products and Services provided under this contract are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) except for certain DSG Software, other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). The County is solely responsible for reviewing data that will be provided to or accessed by the Contractor to ensure that it does not contain Excluded Data.

13. **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.

14. **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.

15. **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.

16. **TERMINATION FOR NON-PERFORMANCE:** The County may terminate this contract with thirty (30) days prior written notice to the Contractor for material breach of the contract requirements. The Contractor shall have thirty days from receipt of written notice of the breach to cure the breach. The County shall pay the Contractor for all products or services ordered and accepted prior to termination by the County. The Contractor may terminate this contract with 10 days' written notice if Customer does not make payment as required by this contract and the County fails to make the payment within 20 days after receiving written notice of the past due amount.

17. **LIMITATION OF LIABILITY:** (30) EXCEPT FOR A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT

OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH;

C. LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME;

E. LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

B. EXCEPT FOR CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO THE AMOUNTS PAID DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (i) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (ii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.

C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE CONTRACTOR'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

18. 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.

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

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

21. 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.

22. **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.

23. **COMPLIANCE WITH LAWS:**

A. Customer's purchase of the Contractor's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.

B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. The Contractor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and the Contractor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.

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

Jefferson County Commission
James A. Stephens, President

Dell Marketing, L.P.
Charlene L. Wilkinson, Contract Consultant

EXHIBIT A

DESCRIPTION	PRICE
ITEM 1 Dell OptiPlex 7010 desktop or approved equal	\$879.87
ITEM 2 NOTEBOOK COMPUTER Dell Latitude E6530 or approved Equal	\$1,035.00

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

JUL-27-2016-637

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized, empowered and directed to execute the Consulting Agreement for WWTP Operator Training with Utility Engineering Consultants, LLC on behalf of Jefferson County, Alabama contingent upon subsequent approval by the Human Resources Department and Lorren Oliver, Receiver.

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

JUL-27-2016-638

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and TekLinks, Inc., in the amount of \$37,747.30, for annual licenses and maintenance support for the Cisco IronPort System.

STATE OF ALABAMA CON00008618 JEFFERSON COUNTY

THIS AGREEMENT entered into this this 1st day of August 2016, by and between Jefferson County Alabama hereinafter called "the County", and TekLinks, Incorporated, hereinafter called the contractor", located at 201 Summit Parkway, Birmingham, AL 35209. The effective date of this agreement shall be August 1, 2016.

WHEREAS, the County desires to contract for Cisco IronPort Software Licenses and Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission ITB 85-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response form TekLinks, Inc., constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2017, with the option to renew for two (2) additional one (1) year terms.
4. **COMPENSATION:** \$ \$37,747.30
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in

performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

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

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

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

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

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

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

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

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

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

16. **FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services,

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

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

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

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

Jefferson County Commission
James A. Stephens

TekLinks, Inc.
Authorized Signature

EXHIBIT A

ITEM#	PART #	DESCRIPTION	QTY	PRICE	EXT. PRICE
1	ESA-ESP-LIC	ESA Premium Software Bundle (AS AV of DLP ENC) License	300 each	\$0.00	\$0.00
2	ESA-ESP-1YEAR-S3	Premium Software Bundle AS+AV+PF+ENC+DLP 1 Year Cisco ESESP SMARTNET for ESA-ESP-LIC SERVICE DATES: 01-Aug-2015 - 31-Jul-2016	300 each	\$15.53	\$4,659.00
3	ESA-ESP-1Y-S4	CONTRACT #: 93386441 Cisco SNT - 8x5xNBD SMARTNET for ESA-C370-K9 SERIAL #:309QNS1 SERVICE DATES: 17-Sep-2015 - 16-Sep-2016	2100 each	\$15.21	\$31,941.00
4	CON-SNT-C370-K9	CONTRACT #: 93489332 Cisco SNT - 8x5xNBD SMARTNET for ESA-C370-K9 SERIAL #:30TVNS1 SERVICE DATES: 17-Sep-2015 - 16-Sep-2016	1 each	\$573.65	\$573.65
5	CON-SNT-C370-K9	CONTRACT #: 93489332	1 each	\$573.65	\$573.65
Grand Total				\$37,747.30	

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

JUL-27-2016-639

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and SHI International Corporation in the amount of \$6,070.61, for the purpose of extending the terms of the Agreement for a period of September 1, 2016 through August 31, 2017.

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of September 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and SHI International Corp. hereinafter referred to as the "Contractor" to provide SUN Non-Production Server Hardware Maintenance Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00007680. The original contract between the parties referenced above, was approved by the Commission on November 5, 2015, MB 169, Pages 65 - 67.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$6,070.61

AUTHORIZATION TO PERFORM WORK:

September 1, 2016 — August 31, 2017

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

JEFFERSON COUNTY COMMISSION

SHI International Corp.

James Stephens, President

Natalie Slowik, Sr. Manager — Contracts & RFPs

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

JUL-27-2016-640

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Agreement between Jefferson County, Alabama and Scanning America, Inc., in the amount of \$168,000.00, for the purpose of Microfiche Imaging Services.

CONTRACT FOR MICROFICHE IMAGING SERVICES

THIS AGREEMENT is entered into this 25th day of July, 2016, by and between the Jefferson County Commission, hereinafter called "the County", and Scanning America, located at 3605 Sandy Plains Road, Suite 240-200, Marietta, GA 30066, hereinafter called "The Contractor." The effective date of this agreement shall be July 25, 2016.

WHEREAS, the County desires to contract for Microfiche Imaging Services; and,

WHEREAS, the Contractor desires to furnish said microfiche imaging services for the County;

NOW, THEREFORE, the County and the Contractor agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from the County's Request for Proposal No. 65-16. RFP 65-16 describes the scope of services called for and is adopted herein by reference. The Contractor will provide to the County, Microfiche Imaging Service described in Jefferson County Commission RFP 65 -16 and the Contractor's response to RFP 65-16. Those two documents and this Contract document, including its Purchase Orders, constitutes the entire agreement between the parties. In the event of a conflict or ambiguity between the terms of this Contract, the Contractor's response to RFP 65-16 or a Purchase Order, the terms will take precedence in the following order: the Purchase Order; this Contract and the Contractor's response to RFP 65-16.
3. **COMPENSATION:** In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor at the rates set forth in the attached Schedule A. Total expenditures under this Agreement shall not exceed \$168,000.00. This amount may be increased by an amendment to this Agreement signed by both Parties.
4. **PAYMENT TERMS:** Net 30 days.
5. **INVOICING:** All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO: Jefferson County Commission and Copy to address as listed on Purchase Order Finance Department 716 Richard Arrington Jr Blvd N Room 820, Courthouse Birmingham, AL 35203 *If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.
6. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of this Contract shall be from July 25, 2016 to July 24, 2017, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.
7. **INDEPENDENT CONTRACTOR:** This Contract creates the relation of principal-independent contractor between the County and the Contractor. This Contract shall not constitute, and shall not be construed as, a contract of employment between the Contractor and the County. The County shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work is to be performed. The County retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract. The County shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes or contributions, and/or Medicare taxes or contributions. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments. Contractor and the County further agree that neither Contractor, nor any of its agents, employees, or subcontractors, shall be considered employees of the County for purposes of the Patient Protection and Affordable Care Act.
8. **NON-DISCRIMINATION POLICY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor will defend, indemnify and hold harmless the County and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees, court costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.

10. **INSURANCE:** Contractor shall maintain such insurance as will protect it 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. Coverage required includes

30) Commercial General Liability (not less than \$1,000,000 per occurrence); 2) Business Automobile Liability; and 3) Worker's Compensation and Employer's Liability. Insurance shall be written by one or more companies authorized to do business in Jefferson County, Alabama. Contractor shall furnish satisfactory evidence of insurance to the Purchasing Agent not later than seven (7) days after purchase order date.

11. **ASSIGNMENT:** The County enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the County. All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the County's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraphs 14, 17, and 18. If such a subcontract is approved, Contractor shall maintain the ultimate legal responsibility for performing all services according to contract specifications, and shall maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, may result in termination of the contract and/or legal ramifications, due to nonperformance.

12. **GOVERNING UM/DISPUTE RESOLUTION:** The laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject- matter jurisdiction over any legal action brought by either the County or the Contractor relating to this Contract shall exist only in the Circuit Court of Jefferson County, Alabama, Birmingham Division. Contractor expressly consents to the personal jurisdiction of such Court, and the County expressly does not consent to the personal jurisdiction of any other Court.

13. **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.

14. **TERMINATION OF CONTRACT:** This contract may be terminated at will by either party with a thirty (30) day written notice to the other party. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. **AUTHORITY:** Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the County, without prior written authorization from the County. Without the prior written authorization of the County, Contractor shall not have the authority (1) to hold itself out as an agent of the County; (2) to enter into any contract on behalf of the County; (3) to bind the County to any undertaking; (4) to make any statement or representation purporting to represent the County's views, opinions, or official positions as to any matter; or (5) to commit the assets or resources of the County.

16. **INTEGRATED AGREEMENT; CONSTRUCTION; NON-SEVERABILITY:** This written instrument, together with Schedule A and RFP 65-16 incorporated herein by reference, constitutes the entire agreement between the County and Contractor. All previous communications, negotiations and understandings relating to the subject matter of this Contract are wholly merged into, and superseded by, this Contract. Neither party has

been persuaded to sign this Contract by any representation, statement or promise that is not written down in this Contract. This Contract, having been negotiated by the parties, shall be construed in its entirety according to its plain meaning and shall not be construed for or against either party. This Contract may be amended or modified only by a writing signed by all of the parties. In the absence of such mutually-agreed modification, all provisions of this Contract are indispensable, and this Contract would not have been agreed upon but for the inclusion of each and every one of its provisions. If any provision of this Contract is found to be invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Contract shall likewise be void. All items of consideration provided herein by each party are explicitly conditioned on and made in exchange for all items of consideration provided by the other party.

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

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

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

John T. Borowitzky / Authorized Representative/ Scanning America

James A. Stephens President/ JEFFERSON COUNTY COMMISSSION

SCHEDULE A

ITEM	DESCRIPTION	COSTS	COMMENTS
1.	COURIER SERVICE	\$0.00	Included
2.	INDEXING/CODING	\$77,000.00	\$0.011 x 7,000,000
3.	TOTAL SCANNING FEE COST	\$91,000.00	\$0.013 x 7,000,000
4.	TOTAL PROJECT COST (PREP, SCAN, INDEXING & TRANSFER of IMAGES to DEX SOFTWARE for 7,000,000 IMAGES	\$168,000.00	

IMMAGE FEE PRICING SCHEDULE

VOLUME	SCAN FEE PER IMAGE	INDEXING/CODING FEE
Less Than 1 Million	\$0.013	\$0.011
Greater Than 1M images, but less than 1.5M images	\$0.013	\$0.011
Greater Than 1.5M images, but less than 2M images	\$0.013	\$0.011
Greater Than 2M images, but less than 2.5M images	\$0.013	\$0.011
Greater Than 2.5M images	\$0.013	\$0.011

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

JUL-27-2016-641

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Intergovernmental Cooperative Agreement between Jefferson County, Alabama and the Jefferson County Economic Industrial Development Authority (JCEIDA) in the amount of \$28.00, for the purpose of establishing membership with the Purchasing Association of Central Alabama (PACA).

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA**

This Agreement made this day of , 20 Between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and the State of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth,

WITNESSETH:

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

SECTION 1

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

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

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

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest

range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

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

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

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

SECTION 14

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

SECTION 15

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

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

JEFFERSON COUNTY ECONOMIC & IND. DEV. AUTHORITY

Theodore J. vonCannon

Its: Executive Director

Attest: Donna DeLoach

COUNTY OF JEFFERSON, ALABAMA, A Municipal/Public Corporation

James A. Stephens

Its: PRESIDENT

Attest: Millie Diliberto

Its: Minute Clerk

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

The Commission President announced that it is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7 (a) (6), Alabama Code, for the Commission to discuss with its

attorneys the purchase, sale or exchange of real property and the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, August 11, 2016.