

STATE OF ALABAMA)

JEFFERSON COUNTY) November 2, 2016

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

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

Invocation was led by Rev. Vaughn Stafford, Clear Branch Methodist Church and the Pledge of Allegiance led by Theo Lawson, Assistant County Attorney.

Presentation of \$10,000.00 from District 2 Community Grant Funds by Commissioner Sandra Little Brown to the YWCA-Safe Supervised Visitation Exchange Program.

Motion was made by Commissioner Bowman and seconded by Commissioner Carrington, that the Minutes of October 20 & 25, 2016, be and hereby are approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, November 1, 2016, and approved the following items to be placed on the November 2, 2016, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Items 1-3, plus 3 additional items on the addendum.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-7.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-24, plus 1 additional item on the addendum and 1 item added in the work session.

Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had no items to submit.

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-30, plus 4 additional items on the addendum and 1 item added in the work session.

Motion was made by Commissioner Knight and seconded by Commissioner Carrington, that the entire agenda, resolution's 1 through 43 be adopted with the exception of item 13, which was held out to be voted on separately. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2016-897

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Sultana Bend Godwin as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CHARGEMASTER/CPT SERVICES CONTRACT

THIS AGREEMENT entered in to this 1st day of October 2016, by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, (hereinafter called "the County,") and Sultana Bend Godwin, RN, BSN, CPC (hereinafter called "the Contractor") to provide Charge master /CPT Services for Cooper Green Mercy Health Services. The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for Charge master/C PT Services for Cooper Green Mercy Health Services; and

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary charge master/cpt services provided under this contract as required by Cooper Green Mercy Health Services. The Contractor shall:

a) Provide Charge master /CPT Services to include reviewing the charge master, updating CPT and HCPC codes, updating charge master and train staff to perform charge master duties.

b) Maintain and update Cooper Green Mercy Health Services policy and procedure manual for Charge master.

3. TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to Cooper Green Mercy Health Services at any time after the effective date of this Contract. The term of this agreement shall be from the effective date October 1, 2016 through September 30, 2017. However, the contract can be renewed, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be paid at the rate of \$55.00 per hour, up to a maximum of \$ 14,000.00 annually. Payment will be made within 30 days of receipt of invoice.

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

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

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

8. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

14. 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. "Jimmie" Stephens
President, Jefferson County Commission

VENDOR

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

NOV-2-2016-898

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Mr. Edwin Yergan to serve on the Vacation Leave Bank Committee, beginning October 31, 2016 and ending October 31, 2019, be and is hereby approved.

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

NOV-2-2016-899

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the re-appointment of Mr. Jerome McKinstry to serve on the Forestdale Fire District Board commencing immediately and ending September 30, 2021, be and is hereby approved.

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

NOV-2-2016-900

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County, Alabama and Total Foot Care, P.C. as follows:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective ("September 1, 2016"), is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama ("Jefferson County"), and corporation ("Total Foot Care, P.C."), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009 and any amendments thereto ("HIPAA"), governing the privacy and security of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy & Security Rules"); and WHEREAS, the HIPAA Privacy & Security Rules require that (Total Foot Care, P.C.) enter into this Agreement with Jefferson County in order to protect the privacy of individually identifiable health information maintained by Total Foot Care, P.C. ("Protected Health Information", or "PHI") and its later defined subset Electronically Protected Health Information (e-PHI); and

WHEREAS, Total Foot Care, P.C. and its employees, affiliates, subcontractors, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Jefferson County pursuant to either an existing or contemporaneously executed Support Agreement ("Support Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Memorandum of Understanding

1.1 Contemporaneous Agreement. Total Foot Care, P.C. and Jefferson County are entering into a Support Agreement effective the same day as the Effective Date of this Agreement. In the event of conflict between the terms of the Support Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2 Use and Disclosure of PHI to Provide Services. Total Foot Care, P.C. will not use or further disclose PHI (as such term is defined in the HIPAA Privacy & Security Rules) other than as permitted or required by the terms of the Support Agreement or as required by law. Except as otherwise provided in this document, Jefferson County may make any and all uses of PHI necessary to perform its obligations under the Support Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional Total Foot Care, P.C. Activities. Except as otherwise provided in this Agreement, Total Foot Care P. C. may also:

2.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Jefferson County, provided that such uses are permitted under state and federal confidentiality laws.

2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Jefferson County. Total Foot Care, P.C. represents to Jefferson County that: (i) any disclosure it makes will be permitted under applicable laws, and (ii) Total Foot Care, P.C. will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy & Security Rules and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify Jefferson County of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3 Bring together Jefferson County's PHI in Total Foot Care, P.C.'s possession with the PHI of other covered entities that Total Foot Care, P.C. has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide Jefferson County with data analyses relating to its Healthcare Operations, as such term is defined in the HIPAA Privacy & Security Rules. Total Foot Care, P.C. will not disclose the PHI obtained from Jefferson County to another covered entity without written authorization from Jefferson County.

2.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. § 164.514(b) and that Jefferson County maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Total Foot Care, P.C. Covenants. Total Foot Care, P.C. agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Support Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the HIPAA Privacy & Security Rules, and applicable state law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to Jefferson County any use or disclosure of the PHI not permitted by this Agreement within five days of Total Foot Care, P.C. becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information or Protected Health Information accessed, stored, maintained, received from, or created by Total Foot Care, P.C. on behalf of Jefferson County agrees to the same restrictions and conditions that apply through this Agreement to Total Foot Care, P.C. with respect to such information;

3.6 Within ten (10) days of a request by Jefferson County, Total Foot Care, P.C. shall report all disclosures of PHI to a third-party for a purpose other than treatment, healthcare operations or payment, as such terms are defined in the HIPAA Privacy and Security Rules. The report to Jefferson County shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Jefferson County;

3.8 Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it accesses, stores, creates, maintains receives or transmits on behalf of Jefferson County Electronic Protected Health Information shall have the same meaning as the term defined in 45 CFR 160.103.

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.

4. Jefferson County Covenants. Jefferson County agrees to notify Total Foot Care, P.C. of material limitations to the consents or authorizations that have been obtained by Total Foot Care, P.C. from their patients and any other restrictions on the use or disclosure of PHI as agreed to by Jefferson County.

5. Access to PHI. Within five (5) days of a request by Total Foot Care, P.C. for access to PHI about a patient contained in a Designated Record Set, as such is defined in the HIPAA Privacy and Security Rules, Jefferson County shall make available to Total Foot Care, P.C., or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from Total Foot Care, P.C., Total Foot Care, P.C., shall, within five (5) days, forward such request to Jefferson County. Any denials of access to the PHI requested shall be the responsibility of Jefferson County.

6. Amendment of PHI. Within ten (10) days of receipt of a request from Total Foot Care, P.C. for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set Jefferson County shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that Jefferson County has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Jefferson County or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Jefferson County in a Designated Record Set.

7. Accounting for Disclosures of PHI. Within thirty (30) days of notice by Jefferson County to Total Foot Care, P.C. that it has received a request for an accounting of disclosures of PHI regarding an individual, Total Foot Care, P.C. shall make available to Jefferson County such information as is in Total Foot Care, P.C.'s possession and is required for Jefferson County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Total Foot Care, P.C., Total Foot Care, P.C. shall, within five (5) days, forward the request to Jefferson County. It shall be Jefferson County's responsibility to prepare and deliver any such accounting requested.

8. Access to Books and Records Regarding PHI. Jefferson County will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Jefferson County on behalf of Total Foot Care, P.C. available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Total Foot Care, P.C. compliance with the HIPAA Privacy and Security Rules.

9. Disposition of PHI upon Termination. Total Foot Care, P.C. will, at termination or expiration of the Support Agreement, if feasible, return or destroy all PHI received from, or created or received by Total Foot Care, P.C. on behalf of, Jefferson County, which Total Foot Care, P.C. and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information other than as necessary to maintain Jefferson County's patient records. If such return or destruction is not feasible, Total Foot Care, P.C. will notify Jefferson County of such event in writing, and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties

10.1 Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the State of Alabama and any other State in which it is licensed; it has the full power to enter into this Agreement and to perform its obligations

described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(c) That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term. Unless otherwise terminated as provided in Section 12, this Agreement shall become effective as dated and shall have a term that shall run concurrently with that of the Support Agreement.

12. Termination

12.1 Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Support Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2 Termination by Jefferson County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Jefferson County may immediately terminate this Agreement, the Support Agreement and any related Total Foot Care, P.C. agreements if Jefferson County makes the determination that Total Foot Care, P.C. has breached a material term of this Agreement. Alternatively, and at the sole discretion of Jefferson County, Jefferson County may choose to provide Total Foot Care, P.C. with written notice of the existence of the breach and provide Total Foot Care, P.C. thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Total Foot Care, P.C. shall cure said breach to the satisfaction of Jefferson County within an additional fifteen (15) days. Failure by Total Foot Care, P.C. to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by Jefferson County. If termination is not feasible, Jefferson County has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.

12.3 Termination by Total Foot Care, P.C. If Total Foot Care, P.C. determines that Jefferson County has breached a material term of this Agreement, then Total Foot Care, P.C. shall provide Jefferson County with written notice of the existence of the breach and shall provide Jefferson County thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Jefferson County shall cure said breach to the satisfaction of Total Foot Care, P.C. within an additional fifteen (15) days. Failure by Jefferson County to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Support Agreement by Total Foot Care, P.C.

13. Effect of Termination. Upon termination pursuant to Section 12, Total Foot Care, P.C. agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so, other than PHI necessary for the maintenance of Jefferson County's patient records. Prior to doing so, Total Foot Care, P.C. further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Total Foot Care, P.C. to return or destroy all PHI, Total Foot Care, P.C. will notify Jefferson County in writing. Such notification shall include: (i) a statement that Total Foot Care, P.C. has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Total Foot Care, P.C. further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Jefferson County's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible. If it is not feasible for Total Foot Care, P.C. to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Total Foot Care, P.C. must provide a written explanation to Jefferson County and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible.

14. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.

15. Amendments/Waiver. This Agreement may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. Amendments to the Privacy and Security Rules. Upon the effective date of any amendment to the regulations promulgated by the United States Department of Health and Human Services with respect to protected health information and electronic health information, this Agreement shall automatically amend such that the obligations imposed on Total Foot Care, P.C. as a Business Associate remain in compliance with such regulations.

17. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Total Foot Care, P.C.: Total Foot Care, P.C.
Courtney Winston, DPM 1930 Edwards Lake Rd Birmingham, AL 35235
Jefferson County: County Manager
Jefferson County Courthouse
716 Richard Arrington Boulevard North, Suite 251 Birmingham, AL 35203

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the 1st day of May, 2015

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

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

NOV-2-2016-901

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Lease Agreement with Cardinal Health 200, LLC. In the amount of \$395,815.24.

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

NOV-2-2016-902

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with The Construction Education Foundation of Alabama for Program Year 2016. The effective period is from July 1, 2016 through June 30, 2017. The amount paid under the agreement will not exceed \$127,646.00.

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

NOV-2-2016-903

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with the Dannon Project for Program Year 2016. The effective period is from July 1, 2016 through June 30, 2017. The amount paid under the agreement will not exceed \$368,723.50.

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

NOV-2-2016-904

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with Dynamic Educational Systems, Inc., for Program Year 2016. The effective period is from July 1, 2016 through June 30, 2017. The amount paid under the agreement will not exceed \$328,626.50.

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

NOV-2-2016-905

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute any and all documentation relating to the transfer and conveyance of that certain real property owned by Jefferson County and located at 3010 Crest Oval Mountain Road, Bessemer, Alabama 35023, to the City of Bessemer. The transfer and conveyance is necessary to complete the CDBG West Highland Water Project and the construction of a water pumping station.

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

NOV-2-2016-906

WHEREAS, Jeremiah's Hope Academy – St. Vincent's Health System 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 Jeremiah's Hope Academy – St. Vincent's Health System 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 Joe Knight and seconded by Commissioner David Carrington that the above resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2016-907

WHEREAS, Jeremiah's Hope Academy – St. Vincent's Health System 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 Jeremiah's Hope Academy 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 Joe Knight and seconded by Commissioner David Carrington that the above resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2016-908

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a grant/subsidy acceptance agreement between Jefferson County, Alabama and the State of Alabama Department of Youth Services for the Jefferson County Youth Detention Facility. This agreement incorporates the new distribution formula as required by Legislative Act 16-116.

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

NOV-2-2016-909

WHEREAS, the Jefferson County Commission desires to appoint Theodore Alfred Lawson, II, as Jefferson County Attorney; and

WHEREAS, the Jefferson County Commission desires to enter into an employment contract with Mr. Lawson.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby appoints Theodore Alfred Lawson, II, as Jefferson County Attorney and authorizes the President of the Commission to execute a contract of employment with Mr. Lawson upon the passage of this resolution.

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

NOV-2-2016-910

WHEREAS, the Jefferson County Commission has previously passed a resolution of support for Amendment 14 encouraging all voting age citizens of the County to vote in favor of its passage; and

WHEREAS, over 56 local bills are "at-risk" of being invalidated throughout the County that support education, public safety, roads and transportation, economic development, public transportation, courts, retirement and pensions, the Birmingham-Jefferson Civic Center, and many other essential quality of life services for the citizens of Jefferson County; and

WHEREAS, Amendment 14 does not raise any taxes on the citizens of the County, but only protects and maintains previously passed Acts, and

WHEREAS, the Jefferson County Commission determines that the passage of Amendment 14 is beneficial to the interests of the County and that the expenditure of funds to support its passage clearly serves a public purpose; and

WHEREAS, 14 Protect AL is a 501(c) (3) organization dedicated to promoting and advertising the benefits of the passage of Amendment 14 to citizens, including those in Jefferson County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to appropriate \$2,500 from the district funds of each Commission District to 14 Protect AL in furtherance of support of the passage of Amendment 14.

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

NOV-2-2016-911

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between Jefferson County, Alabama and Trussville Collision as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. CON-00006525
ITB # 118-14

AMENDMENT TO CONTRACT

This Amendment to the contract entered into this 29th day of July between Jefferson County, Alabama, through the Roads and Transportation Department's Fleet Division, hereinafter called "the County" and Trussville Collision, hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above which was approved by the Jefferson County Commission on December 18, 2014, recorded in Minute Book 167, pages(s) 371-372 is hereby amended as follows:

Amend Item 4. Compensation to read as follows:

The Contractor shall be compensated for services rendered not to exceed the contract amount of \$90,000.00 per year

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

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

NOV-2-2016-912

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between Jefferson County, Alabama and Wade's Collision as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. - CON-00006531
1TB # 118-14

AMENDMENT TO CONTRACT

This Amendment to the contract entered into this 29th day of July between Jefferson County, Alabama, through the Roads and Transportation Department's Fleet Division, hereinafter called "the County" and Wade's Collision, hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above which was approved by the Jefferson County Commission on December 18, 2014, recorded in Minute Book 167, pages(s) 371-372 is hereby amended as follows:

Amend Item 4. Compensation to read as follows:

The Contractor shall be compensated for services rendered not to exceed the contract amount of \$40,000.00 per year.

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

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

NOV-2-2016-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between Jefferson County, Alabama and Premiere Chevrolet as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. - CON-00006544
1TB # 118-14

AMENDMENT TO CONTRACT

This Amendment to the contract entered into this 29th day of July between Jefferson County, Alabama, through the Roads and Transportation Department's Fleet Division, hereinafter called "the County" and Premiere Chevrolet, hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above which was approved by the Jefferson County Commission on December 18, 2014, recorded in Minute Book 167, pages(s) 371-372 is hereby amended as follows:

Amend Item 4. Compensation to read as follows:

The Contractor shall be compensated for services rendered not to exceed the contract amount of \$70,000.00 per year.

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

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

NOV-2-2016-914

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between Jefferson County, Alabama and Weil Wrecker as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. - CON-00006648
1TB # 158-14

AMENDMENT TO CONTRACT

This Amendment to the contract entered into this 29th day of July between Jefferson County, Alabama, through the Roads and Transportation Department's Fleet Division, hereinafter called "the County" and Weil Wrecker, hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above which was approved by the Jefferson County Commission on December 18, 2014, recorded in Minute Book 167, pages(s) 371-372, is hereby amended as follows:

Amend Item 4. Compensation to read as follows:

The Contractor shall be compensated for services rendered not to exceed the contract amount of \$25,000.00 per year.

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

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

NOV-2-2016-915

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to an agreement between Jefferson County, Alabama and Gooch Paint and Body Inc., as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. - CON-00006712
ITB # 118-14

AMENDMENT TO CONTRACT

This Amendment to the contract entered into this 29th day of July between Jefferson County, Alabama, through the Roads and Transportation Department's Fleet Division, hereinafter called "the County" and Gooch Paint and Body Inc., hereinafter called "the Contractor."

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above which was approved by the Jefferson County Commission on December 18, 2014, recorded in Minute Book 167, pages(s) 371-372 is hereby amended as follows:

Amend Item 4. Compensation to read as follows:

The Contractor shall be compensated for services rendered not to exceed the contract amount of \$60,000.00 per year.

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

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

NOV-2-2016-916

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Dynamic Civil Solutions, Inc., to provide all professional services for the replacement on Deer Haven Road in the amount of \$102,924.00.

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

NOV-2-2016-917

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the (Little Shades Creek - Sector V) Stewart Abel Living Trust Sanitary

Sewer Right of Way. The sewer line within this right of way has been relocated to another sewer right of way donated to Jefferson County by a previous property owner.

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

NOV-2-2016-918

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange of a Sanitary Sewer Easement for Jack's Family Restaurants, LP in the City of Leeds. Line-A easement for Line-B easement as shown in Exhibit A.

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

NOV-2-2016-919

WHEREAS, Stonegate Development, LLC has made a request for a release of a Nonresidential Restrictive Building Easement for an appraised amount of \$4,785.00 (Four Thousand, Seven Hundred eighty-five and no/100 dollars).

WHEREAS, Jefferson County has accepted the appraised amount for the release of said easement.

WHEREAS, Stonegate Development, LLC must complete the requirements prior to release being executed by the Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to accept this offer and execute a release of said easement once the requirements have been met.

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

NOV-2-2016-920

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

- Cullman/Jefferson Gas to install 250' of 2" gas main at 7700 Bradford Road in Pinson
- Alagasco to install 350' of 2" gas main in Kirkstone Subdivision off of Old Rocky Ridge Road

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

NOV-2-2016-921

Communication was read from Roads and Transportation for requests for Temporary Road Closure for the following:

- Brasher Road between Hagood Road and Bradford Road in order to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert for up to five days beginning Monday, November 14, 2016 to complete the work.
- Bill Jones Road in order to remove a corroded corrugated culvert metal drainage culvert and replace it with a reinforced concrete culvert for up to four days beginning Monday, November 7, 2016 to complete the work.

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

NOV-2-2016-922

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Construction Engineering Services for the Cahaba River WWTP Sludge Transfer Force Main Project between Jefferson County and CH2M Hill Engineers, Inc. in the amount of \$471,000 .00.

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

NOV-2-2016-923

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System - Asset Management Program - Contract No. 2016 AMP08 - 2016

Sewer Rehabilitation project, such certified bids having been open on Thursday, September 1, 2016 and listed as follows:

	Contractor	Amount Bid
1.	Insituform Technologies, LLC	\$ 2,142,556.35
2.	Gulf Coast Underground, Inc.	\$ 2,244,523.11
3.	Suncoast Infrastructure, Inc.	\$ 2,419,500.00
4.	Layne Inliner, LLC	\$ 2,535,622.50
5.	American Infrastructure Technologies Corp.	\$ 2,649,866.00
6.	SAK Construction, LLC	\$ 3,273,528.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the Sanitary Sewer System - Asset Management Program - Contract No. 2016 AMP08 - 2016 Sewer Rehabilitation project be awarded to Insituform Technologies, LLC in the amount of \$2,142,556.35.

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

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

NOV-2-2016-924

WHEREAS, a sanitary sewer mainline overflow occurred on or around 1609 Beckham Drive, Homewood, AL on October 31, 2016; and

WHEREAS, the blockage cannot be removed due to constrained access caused by a buried manhole surrounded by large trees; and

WHEREAS, ingress and egress are difficult due to the sloped terrain and surrounding wooded area; and

WHEREAS, a bypass pumping system must be setup to immediately stop the overflow; and

WHEREAS, Jefferson County does not have the equipment, personnel or materials necessary to perform the repairs to the defects that may exist.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct Baird Contracting Company, Inc. on a time and material basis to perform bypass pumping operations and replace sections of the sanitary sewer and manholes as needed to mitigate the surcharge condition.

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

NOV-2-2016-925

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

- Cheri Bolinger
- Willie Tucker
- Progressive Specialty Insurance Company
- Frederick and Wanda Stephens
- Christina Long

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

NOV-2-2016-926

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Judy Horst in the amount of Three Hundred Eighty One and 13/100 (\$381.13) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Judy Horst in the amount of \$381.13 and forward it to the County Attorney for disbursement.

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

NOV-2-2016-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Dewberry Downs, LLC, in the amount of Eleven Thousand Five Hundred Sixty Three and 04/100 (\$11,563.04) 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 Dewberry Downs, LLC in the amount of \$11,563.04 and forward it to the County Attorney for disbursement.

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

NOV-2-2016-928

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Steve Himic is hereby denied.

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

NOV-2-2016-929

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

- Jefferson County 9-1-1 Emergency Communications District

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

NOV-2-2016-930

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission President be and hereby is authorized to execute Abatement Agreements between Jefferson County, Alabama and Seneca Coal Resources, LLC., as follows:

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made and entered into as of November 2, 2016 by and between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "Granting Authority"), and SENECA COAL RESOURCES, LLC, a Delaware limited liability corporation (the "Company") and its successors and assigns. The parties to this Agreement are sometimes referred to individually as a "Party," and, collectively, as the "Parties."

WITNESSETH

WHEREAS, the Company has proposed to acquire, construct, and equip an expansion to its existing coal mining operations in unincorporated Jefferson County, Alabama near Oak Grove,

Alabama (the "Oak Grove Mine" or the "Project") to be located at 8360 Taylors Ferry Road or other parts of the Oak Grove Mine within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992, as amended, including by Alabama Act 2015-24 (the "Act"), the Company has requested from the Granting Authority a ten-year abatement of noneducational ad valorem taxes and state and noneducational local sales and use taxes applicable to the Project to the maximum extent permitted under the Act; and

WHEREAS, with regard to the Project, the Company has filed that certain Application to Granting Authority for Abatement of Taxes Under Chapter 9B, Title 40, Code of Alabama 1975 and supporting attachments (the "Application") (such Application attached hereto as Exhibit A and incorporated by reference) with the Granting Authority pursuant to the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed Application filed with the Granting Authority by the Company in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's Application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the Project will constitute a qualifying "industrial or research enterprise" within the meaning of Section 40-9B-3, Code of Alabama (1975); and

WHEREAS, the Project, as further described in Exhibit B attached hereto and incorporated by reference, will consist of private use industrial development property owned by the Company; and

WHEREAS, for the purposes of the abatement of sales and use taxes, no portion of the Project which has been requested for abatement has been purchased prior to the effective date of this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the applicable provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority; and

WHEREAS, the Granting Authority has determined that the Company should be granted the maximum allowable abatement of taxes provided under the Act in order to encourage and induce the Company to locate and construct the Project in Jefferson County, Alabama and the City of Birmingham.

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

(1) **MAXIMUM ALLOWABLE ABATEMENT AND MAXIMUM EXEMPTION PERIOD:** Pursuant to the Act, the Granting Authority hereby grants the Company an abatement of sales and use taxes and ad valorem taxes with regard to the Project as follows:

(a) **AD VALOREM TAXES:** The Company shall receive an abatement of all noneducational ad valorem taxes applicable to the Project. The exemption period for ad valorem taxes with regards to the Project shall be ten (10) years. The estimated total value of the private use industrial property to be placed in service at the Project, including both real and personal property, is \$20,000,000. The estimated abated ad valorem tax in year 1 for the Project is \$68,000. The estimated total abated ad valorem tax for the Project over the ten-year life of this Agreement is \$340,564. These estimates may decrease as the property depreciates or increase as the property increases in value. The estimated nonabated ad valorem tax in year 1 for the Project is \$132,400. The estimated total nonabated ad valorem tax for the Project over the ten-year life of this Agreement is \$663,189. These estimates may decrease as the property depreciates or increase as the property increases in value. The commencement of the abatement periods for the Project's personal property, real property, and real property improvements shall be administered as follows:

(i) **Real Property & Real Property Improvements.** The abatement for the Project's real property and real property improvements, if any, shall begin on October 1, 2017.

(ii) **Personal Property.** Each item of personal property acquired for the Project shall have its own ten-year abatement. The ten-year abatement for each item of personal property acquired for the Project shall begin on the first October 1 lien date the item of personal property becomes subject to ad valorem taxes. The Parties intend that each item of private use industrial development properly acquired for the Project shall receive an abatement, regardless of whether any other item of private use industrial development property acquired for the Project has been placed in service for tax or accounting purposes before all of the Project has been placed in service; provided, however, that any personal property acquired after all of the Project has been placed in service shall not be eligible for any tax abatement.

(b) **SALES AND USE TAXES:** The Company shall receive an abatement of all state sales and use taxes and all local noneducational sales and use taxes. The estimated taxable cost of goods other than manufacturing equipment to be used in the construction of the Project totals \$0.00; the estimated taxable cost of manufacturing equipment to be purchased in connection with the acquisition of the Project totals \$20,000,000. The estimated total amount of abated sales and use tax for the Project is \$375,000. The estimated total amount of non-abated sales and use tax for the Project is \$75,000. The Company shall at all times remain liable for local sales and use taxes that are levied for educational purposes or for capital improvements for education generally. The maximum exemption period relating to the abatement of the construction-related

sales and use taxes for the Project shall extend to the date that all of the Project is placed in service.

(c) ESTIMATIONS ARE NOT LIMITATIONS: The estimates of tax abatements contained in the preceding subparagraphs and in the Application are estimates and not restrictions or limitations. It is the intent of this agreement that the abatements be granted in accordance with this Paragraph (1) whether or not such abatement exceeds or is less than the estimated amounts.

(2) GOOD-FAITH PROJECTIONS: The Company hereby makes the good-faith projections regarding the estimated investment in the Project, the number of new employees to be located at the Project, and the annual payroll of the new employees to be located at the Project as set forth in the Application.

(3) TITLE TO PROPERTY: The abatements provided for in this Agreement shall be effective regardless of whether title to the real and personal property constituting the Project is vested (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Company, the Granting Authority, the lender of funds to the Company, or any leasing company holding title to any portion of the Project, any receiver, trustee, or other fiduciary on behalf of the Company or either of their creditors, any trustee in bankruptcy or debtor-in-possession of the Company, a project contractor or subcontractor, or a project vendor.

(4) FURTHER ASSURANCES AND COOPERATION: Each party shall execute such additional documents and instruments as may reasonably be required by the Granting Authority or the Company and will take all reasonable and necessary steps and actions to ensure that the Company receives the maximum abatement of taxes allowable under the Act. Further, the Granting Authority will not take any actions that would undermine or circumvent the intent of this Agreement.

(5) PUBLICITY: The Company and the Granting Authority agree to publish a joint press release no later than the day of Committee Meeting wherein the tax abatement is placed on the County Commission agenda for approval. Additionally, at a time deemed convenient to both the Company and the Granting Authority the parties agree to host a public press conference at an on-site ground breaking or ribbon cutting ceremony.

(6) AMENDMENT IN WRITING: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

(7) SEVERABILITY: All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason any of the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that the remaining such provisions are valid and enforceable, the parties hereto intend for the remaining provisions of this Agreement to be interpreted in a manner so as to provide for maximum validity and enforceability of the abatements granted under this Agreement.

(8) SUCCESSORS AND ASSIGNS: This Agreement shall bind the parties and their respective successors and assigns. The abatements shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion thereof as an industrial or

research enterprise, as such term is defined in the Act, as from time to time amended, including without limitation any developer/lessor, any leasing company, and any affiliate of the Company, to the same extent that such abatements would have been realized by the Company had it continued to own the Project or such portion. The Company may freely assign all or a part of this Agreement.

(9) CONSTRUCTION: This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

(10) COUNTERPARTS: This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

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

NOV-2-2016-931

Unusual Demands
11/2/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #
10001007	COUNTY MANAGER	130913	TONY PETELOS	TRAVEL RECONCILIATION - HOLD FOR PICKUP	264.01	175634
TOTAL					264.01	
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. MILEAGE AUDITORS	104.76	174796
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. MILEAGE AUDITORS SEPT 16	137.70	174805
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Reimb. B. Thompson & Scott Moore for travel	97.62	174838
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE AND GENERAL OFF SUPPLIES D#175137	196.81	175137
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE FOR TITLE REMITS- BATCH 6924	93.63	175143
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. GENERAL OFFICE SUPPLIES BATCH# 6925	179.94	175146
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. GEN. OFFICE SUPPLIES, POSTAGE	132.64	175570

10001100	REVENUE	100516	BRUCE THOMPSON	REIMB. LOCAL MILEAGE-BRUCE THOMPSON-DOC#175571	153.36	175571
10001100	REVENUE	101854	WESLEY SCOTT MOORE	Reimbursement travel 082816-090416	91.32	175355
10001100	REVENUE	101855	WILEY E SToudenMIRE	REIMB. LOCAL MILEAGE-W. SToudenMIRE DOC#175572	217.08	175572
TOTAL					1404.86	
10001410	TAX ASSESSOR-BHAM	100193	JEFFERSON CO TREASURER	refund John Powe AATA conference 6/12-16/16	19.58	175370
TOTAL					19.58	
10002100	LAND DEVELOPMENT	134938	ALLISON COKER	OVERPAYMENT FOR BEVERAGE CASE #2016-008	150.00	175855
TOTAL					150.00	
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE WEEDEATER STRING (2) FOR GROUNDS CREW	69.98	175317
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED GATE OPENERS FOR OP CENTER	175.00	175345
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEYS CUT FOR GARDENDALE SAT CH	5.00	175348
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 2-ROLLS OF MOUNTING TAPE FOR BESS SHERIF	8.98	175352
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PARKING REIMBURSEMENT - JORDAN CHERRY	20.00	175393
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED GATE OPENERS - 2121 LOT	250.00	175395
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE PRESSURE REGULATOR VALVE-BESS JAIL	247.96	175627
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 1 BOX ANGLE BRAD NAIL 2" FOR GSOC	58.60	175628
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PIPE NIPPLES & FITTINGS FOR 2121 BLDG	86.32	175854
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BLACK IRON FITTINGS FOR 2121 BLDG	49.92	175856

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO ROLLS OF TETRACORD	90.00	176308
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEY COPIES FOR GARDENDALE CH ANNEX	6.00	176334
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TRAILER ADAPTER FOR FAM CT	32.48	176335
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED REDUCING BUSHINGS FOR FAM CT	33.86	176336
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE PACKING STRAPS FOR FAM CT	21.99	176337
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED ALUMINUM ANGLE FOR BHAM CH FLAT LOT	20.00	176447
TOTAL					1176.09	
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	MISC SHERIFF'S OFFICE GARGAGE SUPPLIES	362.09	175642
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR DAVID WRIGHT	38.88	175644
10004110	SF ENFORCEMENT -BHAM	131711	ANGELA B FRAZIER	TRAVEL REIMBURSEMENT	179.82	175568
10004110	SF ENFORCEMENT -BHAM	134527	DOUGLAS D. CORDER	TRAVEL REIMBURSEMENT	73.07	175569
TOTAL					653.86	
10004140	SF CORRECTIONS-BH	100128	JEFF CO DEPUTY TREASURER	LEVY RECORDING FEE	16.00	175212
TOTAL					16.00	
10004300	CORONER	100193	JEFFERSON CO TREASURER	Hardware	234.62	175448
10004300	CORONER	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES	22.75	175450
10004300	CORONER	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES	125.95	175601

10004300	CORONER	100193	JEFFERSON CO TREASURER	Registration Fee	99.00	175602
TOTAL					482.32	
10004400	INSPECTIO N SERVICES	103370	MICHAEL THOMAS	UNDM #4400 travel overage for Michael Thomas	93.20	175467
TOTAL					93.20	
10004800	STORMWA TER MANAGEM ENT	100193	JEFFERSON CO TREASURER	UDPC petty cash for office supplies	3.99	175378
10004800	STORMWA TER MANAGEM ENT	100193	JEFFERSON CO TREASURER	UDPC petty cash for Office Supplies	4.50	175380
10004800	STORMWA TER MANAGEM ENT	100193	JEFFERSON CO TREASURER	UDPC Petty Cash for safety field glasses	60.58	175383
10004800	STORMWA TER MANAGEM ENT	103547	ZHALEH M MCCULLERS	UNDM #4800 for travel overage for Z McCullers	217.31	175474
10004800	STORMWA TER MANAGEM ENT	133710	MONDONNA MOVAHED	UNDM #4800 for travel overage for MM	62.49	175475
TOTAL					348.87	
10006314	FAMILY COURT CLERK OFFICE- BHAM	100600	FAMILY COURT OF BHAM	Reimburse bank fees & shortages	1584.06	175422
TOTAL					1584.06	
21305300	ROADS AND TRANS RIGHT OF WAY	100193	JEFFERSON CO TREASURER	TRAVEL REQ EMP REFUND, DEED RECORDING, OVERNIGHT M	197.87	176234
TOTAL					197.87	

21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	PVC PIPE,AIR GAUGE,GREASE,DRANO,HARD HATS,FENCE PA	433.65	176341
TOTAL					433.65	
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CHAIN SAW PARTS, PUMPS, WELDING SUPPLIES, PARKING	435.65	175626
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	PARKING FEES, FUEL LINE, MOWER PARTS-BESSEMER	272.31	176361
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS, GREASE HOSE, MISC SUPPLIES - BESSEMER	148.05	176451
TOTAL					856.01	
21401301	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Meusel-Postage	8.30	174769
TOTAL					8.30	
21451410	TAX ASSESSOR-BHAM	100193	JEFFERSON CO TREASURER	refund Henri Anthony, summer conf 8/7-12/16	33.81	175375
TOTAL					33.81	
24202000	COMMUNITY DEVELOPMENT	100022	ALA SOCIETY OF CERTIFIED	ASCPA MBR DUES_S YOUNGBLOOD, MAY-2016 #0001649118	180.00	175431
TOTAL					180.00	
24212020	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	Reimbursement for meeting expense 08-26-2016 Food	52.63	175934
24212020	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	Meeting Expense 09-13-2016 Food	42.86	175938
24212020	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	Meeting expense 10/12/2016 Food	48.62	175947

TOTAL					144.11	
60407100	ESD GENERAL ADMINISTR ATION	100193	JEFFERSON CO TREASURER	GLOVES FOR FIELD INVESTIGATIONS - RICHARD MIXON	29.93	175636
TOTAL					29.93	
60407101	SEWER BILLING	134611	JOY DONALDSON	Refund for over payment account # W 0-109524D	31.94	174711
60407101	SEWER BILLING	134618	MELANIE ASH	Refund for over payment acct # I 5-27133D	23.27	174709
60407101	SEWER BILLING	134623	KAREN MCKEE	Refund for over payment R 1- 1595002D	5.32	174712
60407101	SEWER BILLING	134675	JEREMY HEIKEL	Refund for over payment R 1- 379D	146.70	174713
60407101	SEWER BILLING	134677	ZHANGE MEITING	Refund for over payment W 0- 127376D	78.76	174714
TOTAL					285.99	
60407211	SEWER SURVEY	100193	JEFFERSON CO TREASURER	1/4"X25' HOSES	39.98	175968
TOTAL					39.98	
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL FILTERS;HEX NUTS;WASHERS;FITTINGS;BLADE S;	359.36	175503
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	UTILITY HEAT ITEMS;LUBRICANT;V- BELT;PLUMBING FITTI	342.67	176141
TOTAL					702.03	
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Maintenance Supplies, Pipe Fittings, Filters, Belts	120.47	175847
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Pipe Fittings, Magnetic Square, Flange, Bolts	89.30	175851
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Spray Paint and Primer	16.07	175853

60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Digging Shovels	47.91	176075
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	PVC Fittings for Alum Line	32.70	176087
TOTAL					306.45	
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Bolts to repair blower	10.98	175827
TOTAL					10.98	
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	BELTS, FILTERS, GAS CAN	135.36	175525
TOTAL					135.36	
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req CGarner gas oxygen bulbs refrigerator plumbing	943.17	176033
TOTAL					943.17	
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimburse C. Holiness for Travel Expenses	13.44	176028
TOTAL					13.44	
70101740	PERSONNEL BOARD WRKFCE ANA	134643	SHEILA ZEIGLER	Reimb. Higher Ed.: Sheila Zeigler July-Oct. 2016	504.00	176269
TOTAL					504.00	
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimburse Brian Bellenger for 2 Assessor Meals	26.34	175506
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	MILEAGE FOR PBJC EMP STACEY LANGE ON 9/30/16	26.46	175677
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	MILEAGE FOR PBJC EMP B BELLENGER 10/3-5/16	38.18	175678

70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb. Mileage Stacey Lange for Oct. 2 & 3, 2016	30.78	176052
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb. Mileage - Stacey Lange for Oct. 4 & 5, 2016	45.90	176053
TOTAL					167.66	
GRAND TOTAL					\$ 11,185.59	

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

NOV-2-2016-932

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Interim Director of Finance is directed to issue a check to USI Insurance, LLC in the amount of \$765,284.98 to cover the cost of the policies listed and broken down as follows by carrier, type of coverage being provided and cost:

- Lexington Insurance Company, Property and Casualty/Boiler & Machinery
\$542,754.98
- Safety National Casualty, Company, Excess Worker's Compensation
\$198,597.00
- National Union Fire Insurance Company, Crime & Dishonesty
\$ 23,933.00

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

NOV-2-2016-933

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and USI Insurance Services, LLC., Contract ID #00008920, in the amount of \$121,900.00, for professional and general liability.

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

NOV-2-2016-934

**PURCHASING DIVISION AGENDA REPORT
For Week of 10/07/2016 – 10/13/2016**

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. THERE ARE NO PURCHASING ITEMS TO REPORT.

**PURCHASING DIVISION AGENDA REPORT
For Week of 10/14/2016 – 10/20/16**

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 GENERAL SERVICES FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, TO AWARD BID FOR ELECTRICAL SUPPLIES FOR THE PERIOD OF 11/03/2016 – 11/02/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 115 – 16
REFERENCE MUNIS BID # N /A

2. RECOMMENDED FOR ALL DEPARTMENTS & PACA MEMBERS FROM GALL'S, LLC, LEXINGTON, KY, TO AWARD BID FOR LAW ENFORCEMENT UNIFORMS FOR THE PERIOD OF 11/03/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 122 – 16
REFERENCE MUNIS BID # N /A

3. RECOMMENDED FOR JEFFERSON COUNTY COMMISSION & PACA MEMBERS FROM AGRI-ARC d.b.a. UNIVERSAL PRO, BIRMINGHAM, AL, TO RENEW CONTRACT FOR SEED & FERTILIZER FOR THE PERIOD OF 11/20/2016 – 11/19/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 149 – 14
REFERENCE MUNIS BID # N /A

**PURCHASING DIVISION AGENDA REPORT
ADDENDUM NO. 1
For Week of 10/14/2016 – 10/20/16**

Committee Meeting NOVEMBER 1, 2016
For Commission Approval
NOVEMBER 2, 2016

SHEET 1

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.

4. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM PPX IMAGING, INC., BIRMINGHAM, AL, TO AWARD THE PURCHASE OF IMAGING EQUIPMENT & SERVICES AS PER BID SPECIFICATIONS IN ITB 130 – 16. CONTRACT WILL BE PROVIDED AT A FUTURE DATE FOR MAINTENANCE SUPPORT.

REFERENCE BID # 130 – 16	\$707, 050.00
TOTAL	
REFERENCE MUNIS BID # N /A	

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

NOV-2-2016-935

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/07/16 – 10/13/16, AND 10/14/16 – 10/20/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Cooper Green

Dolores Temple	80.00
Tanya Shelton	60.00
Ann Nesbitt	126.77
Innovations in Diabetes	
Montgomery, AL – November 18, 2016	

Inspection Services

Roger Lemley	100.00
Michael Thomas	100.00
David Frederick	100.00
Jimmy Kennedy	100.00
Mike Smith	100.00
Inspector Training Ironton, AL – November 1, 2016	
Roads and Transportation	
Chris Richards, Jason Weston and Jeff McPherson Level 1 Field Testing Birmingham, AL – November 2-3, 2016	1,845.00
<u>INDIVIDUAL STAFF DEVELOPMENT</u>	
Commission, District 3	
Chris Willis ACCA Convention Prattville, AL – October 20-21, 2016	227.63
Chris Willis ACCMA Convention for Certification Prattville, AL – November 17-18, 2016	395.63
Commissioner, District 4	
Zach Brooks ACCMA Certificate Program Prattville, AL – November 17-18, 2016	429.38
County Manager	
Justin Smith ACCMA Certificate Program Prattville, AL – November 17-18, 2016	476.74
Cooper Green	
Tanya Shelton Diabetes, Cardiovascular & Obesity Conference Montgomery, AL – November 18, 2016	126.77
Revenue	
Eddie Woodis Artist Course Hoover, AL – November 2-4, 2016	300.00
Wesley Moore Tax Audit	1,664.81

Little Rock, AR – November 6-12, 2016

Rashata Madison 99.00
Dealing with Difficult People
Birmingham, AL – October 28, 2016

Tax Assessor Birmingham

Reginald Threadgill 573.76
AAAO Winter Conference
Opelika, AL – November 30 – December 2, 2016

FOR INFORMATION ONLY

Personnel Board

Cynthia Holiness 300.00
Annual Government Accounting and Auditing Forum
Birmingham, AL – November 30 – December 1, 2016

Terria McDonald 217.50
Career Event for Recruitment
Tuskegee, AL – September 28-29, 2016

Sheriff

Michael Theros 450.00
Chante Crosby 450.00
Lisa Bartels 450.00
Basic Criminal Investigation
Birmingham, AL – October 31 – November 4, 2016

Deanna Marshall 1,077.10
Jason Pilkington 991.46
SSGT Vanguard Level 1 Instructor
Ft. McClellan, AL – October 3-7, 2016

Anthony Williams 295.00
Calvin Avery 295.00
Five Stages Interview and Interrogation Techniques
Birmingham, AL – October 24-26, 2016

Jason Pilkington 944.62
Deanna Marshall 1,029.50
SSGT Vanguard Level 2 Instructor
Ft. McClellan, AL – November 7-11, 2016

Ryan Murkerson 495.00
IPTM-ACTAR test prep-online

Online – October 1-31, 2016

Ryan Murkerson 448.50
Traffic Accident Reconstruction
Forsyth, GA – October 31 – November 3, 2016

Alan Herald 1,978.77
FBI Leeda Command Leadership Institute
Alpharetta, GA – November 6-11, 2016

Charles Buchannon 5,005.93
Affirmative Action Officer Professional Development
Philadelphia, PA – November 13-20, 2016

Anthony Williams 1,655.50
FBI Leeda Supervisor Institute
East Point, GA – December 4-9, 2016

Anthony Williams 1,321.94
Security Assessment Specialist
Huntsville, AL – November 14-18, 2016

Ronald Lay 280.50
Covington County Jail Management Course
Andalusia, AL – December 3-8, 2016

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

NOV-2-2016-936

Other Budget Transactions

Inspection Services/Environmental Services/Roads & Transportation
\$51,738.00

Increase Inspection Services budget to record the sale of three (3) Ford Fusions.
One (1) to ESD (\$17,246) and two (2) to R&T (\$34,492).

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above Budget Transaction Report be approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-2-2016-937

WHEREAS, Insurance amounts were overstated by around \$180,000.00; and

WHEREAS, the funds have been encumbered; and

WHEREAS, it is the Commission's desire to recapture said funds back into the budget.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of BMO is authorized to execute Budget Amendment(s) to recapture funds on the over-stated bid amounts for the insurance contracts of USI Insurance Services, LLC.

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

NOV-2-2016-938

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves the recommendation for payment of the Pension contributions and County match for the following employees due to granted military leave of absence:

a) Ronny Short	Sheriff Department – Enforcement	\$825.22
b) Chante K. Crosby	Sheriff Department – Enforcement	\$250.94
c) Chante K. Crosby	Sheriff Department – Enforcement	\$3,599.24
d) Carl David Benefield	Sheriff Department – Enforcement	\$3,452.48
e) Darrick P. Williams	Revenue	\$4,596.48
f) Amy Marie Harner	Sheriff Department – Enforcement	\$104.60
g) Courtney D. Pullum	Sheriff Department – Enforcement	\$230.96

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

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

NOV-2-2016-939

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

Agreement with Everbridge, Inc. for the annual subscription of the Everbridge Mass Notification System with unlimited domestic minutes for the period of November 20, 2016 through November 19, 2017, in the amount of \$110,701.99 for one year.

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

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

NOV-2-2016-940

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and CBRE, Inc. Valuation & Advisory Services for private fee appraisal of Glenbrook at Oxmoor Valley 2801 Sydney Drive, Birmingham, Alabama, to be used in tax litigation to defend State value. The amount of the contract is \$5,000.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie 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, November 17, 2016.

President

ATTEST:

Minute Clerk