

STATE OF ALABAMA)

JEFFERSON COUNTY) June 4, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:10 a.m., James A. Stephens, President, presiding and the following members present:

- 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 Knight that the Minutes of May 21, 2015, be approved. Voting "Aye" Carrington, Knight, Brown and Stephens.

The Commission met in Work Session on June 2, 2015, and approved the following items to be placed on the June 4, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 and 2 and Addendum Items 1 and 2.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 5 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 18 and one additional item.

Jun-4-2015-463

WHEREAS, the Jefferson County Board of Health ("JCBH") desires to convey certain real estate and improvements located on or around 1308 Tuscaloosa Avenue; Birmingham, Alabama upon which has previously been operated the West End Health Center (the "Premises"), to Jefferson County, Alabama (the "Count"), a copy of the proposed Real Estate Transfer Agreement to effectuate said transaction is attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, on April 8, 2015 the Jefferson County Board of Health passed a resolution authorizing its Health Officer, Mark E. Wilson, MD., to execute the Agreement and any other document referenced therein or that he finds necessary to convey the Premises; and

WHEREAS, the County has a need for the use of the Premises and desires to accept the conveyance of the Premises from JCBH pursuant to the conditions stated herein and in the Agreement; and

WHEREAS, JCBH took title to the Premises from the County by Statutory Warranty Deed dated August 6, 1997 recorded at 9710/5044 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

WHEREAS, JCBH no longer operates the West End Health Center and, thus, has determined that the Premises and the personal property located therein are surplus property, and

WHEREAS, the County and JCBH will receive mutual benefit by the return of the Premises to the County in that: 1) JCBH will be relieved of the costs associated with maintaining the Premises, and 2) the County intends to provide improved access to health care, or perhaps other public services, to the citizens of Jefferson County living in areas surrounding the Premises; and

WHEREAS, the parties hereto have jointly further determined that the real estate transfer contemplated by the parties described herein above will promote the public health, safety, education, commerce, and general welfare of the citizens of Jefferson County, Alabama; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute the attached Real Estate Transfer Agreement and any other document referenced therein or found to be necessary to accept the transfer of the Premises from JCBH to Jefferson County, Alabama.

REAL ESTATE TRANSFER AGREEMENT

This Real Estate Transfer Agreement (this "Agreement") is made on _____, 2015, by the Jefferson County Board of Health (the "Grantor") and by Jefferson County, Alabama (the "Grantee").

WHEREAS, the Grantee desires to obtain from the Grantor a parcel of land (the "Property") situated, lying and being in the County

of Jefferson, State of Alabama, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, upon which has previously been operated the West End Health Center (the "Facility"); and

WHEREAS, in return for the Grantee assuming title and responsibility for all maintenance of the Facility, the Grantor desires to convey the Property to the Grantee.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises set forth herein, the Grantor and the Grantee contract and agree with each other as follows:

Section 1. Property to be Transferred. The Grantor agrees to grant and convey to the Grantee the Property together with all rights, easements and appurtenances thereto. At closing, the Grantor shall deliver to the Grantee a statutory warranty deed, duly executed in proper form for recording so as to convey to the Grantee title to the Property.

Section 2. Consideration. In consideration of the transfer of the Property to the Grantee, the Grantee agrees to continue to use the Property for the purpose of improving access to health care, or perhaps other public services, to people living in Jefferson County. The Grantee shall take possession on the date of closing.

Section 3. Title. The Grantor shall convey title to the Property to the Grantee, by Statutory Warranty Deed, free and clear of all monetary liens and encumbrances permitted or caused by Grantor. Grantee shall take title to the Property subject to utility easements and agreements with utility companies of record; zoning ordinances; taxes and assessments not delinquent; and such other easements, conditions or restrictions of record. The parties hereto acknowledge and agree that the Grantor took title to the Facility in 1997 from Grantee by Statutory Warranty Deed recorded at 9710/5044 (Map Book 183, page 34) Probate Office of Jefferson County, Alabama.

Section 4. Bill of Sale. At the Closing, Grantor shall deliver unto Grantee, a Bill of Sale transferring title to the equipment, supplies, fixtures and other personal property, that is owned by the Grantor and is part of or used in connection with the operation of the Facility. The Bill of Sale shall be without warranty or representation of any kind and the personalty conveyed therein shall be conveyed "AS IS" with all faults.

Section 5. Special Assessments. Taxes, water assessments, and other general and special assessments of whatsoever nature, whether a lien or not, assessed or to be assessed for the year in which a transaction is finally consummated shall be prorated between the parties as of the closing date of the transaction. If such terms are not ascertainable at the time of the closing, the amount of the prior years will be used as a basis of proration.

Section 6. Time of Essence. Time is of the essence of this Agreement.

Section 7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 8. Encumbrances. The Grantor agrees that it shall not and will not, within the period of this contract, sell, convey, mortgage, or otherwise encumber the Property, or any part thereof, or do any act or deed to diminish or encumber the title to the Property.

Section 9. Remedies. If the Grantor fails or refuses to perform its obligations hereunder, the Grantee may either: (a) rescind the contract and recover all amounts paid by the Grantee hereunder, and all expenses paid or incurred by the Grantee; or (b) pursue any remedy available to the Grantee, in law or equity, including an action to compel specific performance of this Agreement, or one for damages for breach, separately or alternatively. Provided, however, that any suit for damages against JCBH pursuant to this Section 9 shall be limited to a recovery of no greater than one-thousand dollars (\$1,000.00).

Section 10. Closing Date. The transaction shall be closed on or before _____, 2015, or at such other times as the parties may mutually agree, at the offices of Spain & Gillon, L.L.C. in Birmingham, Alabama, or at such other location as is mutually agreeable to the parties herein and upon written notice.

Section 11. Assignment. This Agreement may not be assigned by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which when so executed and delivered shall constitute but one and the same instrument, and each of such counterparts shall, for all purposes, be deemed to be an original.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties with respect to the same. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally by course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

Section 14. Costs. The Grantee shall be responsible for payment of any owner's title insurance policy premium, the attorney's fees of Grantee, any recording fees, and all normal closing costs normally attributable to a Purchaser. The Grantor shall be responsible for payment of its attorney's fees and any other normal closing costs normally attributable to a Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

JEFFERSON COUNTY BOARD OF HEALTH

Mark E. Wilson, M.D. - Health Officer

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Jun-4-2015-464

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Samford University - School of Pharmacy for Cooper Green Mercy Health Services to provide clinical education for graduate and undergraduate Pharmacy students which will extend agreement to August 15, 2016. This is a no cost agreement.

CONTRACT NO.: 00006016

Contract Amendment No. II

This Amendment to Contract entered into the 27th day of March, 2014, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and Samford University School of Pharmacy, hereinafter referred to as "the School" to provide education for graduate and undergraduate pharmacy students.

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. 00006016 Amendment I between the parties referenced above, which was approved by the Commission on August 14, 2014; recorded in MB: 166, Page (544):

Amend the term of the contract to August 16, 2015 through August 15, 2016.

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

JEFFERSON COUNTY COMMISSION

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

SAMFORD UNIVERSITY SCHOOL OF PHARMACY

Neva F. Sanders, Authorized Representative

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

Jun-4-2015-465

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to provide Fellowship education for one Fellow in forensic pathology in the continuum of the educational process begun during pathology residency for the period July 1, 2015 - June 30, 2017 in the amount of \$56,121 (1st year - 2nd year increase no more than 5%).

CONTRACT

WHEREAS, JEFFERSON COUNTY, ALABAMA AND THE JEFFERSON COUNTY CORONER/MEDICAL EXAMINER'S OFFICE, herein called "the Coroner/ME", desires to contract for physician Fellowship services: and

WHEREAS, The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, herein referred to as "UAB", through the UAB Department of Pathology desires to furnish a Fellow, who is licensed to practice medicine in the State of Alabama, to the Jefferson County Coroner/Medical Examiner's Office.

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

CORONER/MEDICAL EXAMINER AGREES:

1. To provide Fellowship education for one Fellow in forensic pathology in the continuum of the educational process begun during pathology residency.
2. To provide a wide variety of case types for examination by the physician Fellow.

A. The Fellow should perform at least 250 autopsies in a year of approved training. At least 200 of the cases must be complete autopsies that include active participation in:

- Review of clinical history
- External examination of the body
- Gross dissection
- Review of microscopic and laboratory findings
- Preparation of written descriptions of the gross and microscopic findings
- Development of an opinion regarding the cause of death
- Review of the autopsy report with one of the medical examiners

B. The Fellow should be given the opportunity for experience in scene investigations, including examination of the body before it has been disturbed.

C. The Fellow should have responsibility for the performance of autopsies on cases that are likely to result in criminal prosecution or civil litigation, and it is highly desirable for the Fellow to have opportunities to participate in the legal follow-up of cases if such occurs during the course of their year of training.

D. It is highly desirable for the Fellow to accompany staff pathologists when they testify in court and give depositions.

3. UAB shall provide the services of a Fellow in Forensic Pathology to the Jefferson County Coroner/Medical Examiner Office to perform the scope of work listed in item 2 above. The Forensic Pathology Fellow shall be selected by the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners with the approval of the Chairman of the UAB Department of Pathology. All compensation and benefits and professional liability shall be provided by UAB. The Fellow shall be licensed to practice medicine in the State of Alabama.

4. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes.

5. Jefferson County shall pay UAB the sum of \$4,676.75 each month beginning July 1, 2015 through June 30, 2016, for the Fellow's services hereunder, payment to be made by the fifth work day of each month. Fees for the second year of this two year contract shall not increase more than 5%.

6. Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or handicap.

7. This agreement shall commence on July 1, 2015 and shall end on June 30, 2017. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall be terminated immediately upon the resignation, dismissal, or death of the person occupying this position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of , 2015.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President

Jefferson County Commission

CONCUR:

Kevin A. Roth, M.D. - Professor & Chairman - Department of Pathology

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for The University of Alabama at Birmingham

Stephanie Mullins, Assistant Vice President for Financial Affairs/Controller

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

Jun-4-2015-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Chem-Aqua to provide cooling tower sanitation and Legionella testing for a

period of three years in the amount of \$13,683.45 annually.

Contract Amendment No. 1

This Amendment to Contract entered into the 5th day of February, 2015, between Jefferson County, Alabama, herein after referred to as "the County, and Chem-Aqua., hereinafter referred to as the "Contractor" to provide Mechanical Water Treatment.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission on February 5, 2015, recorded in minute book 167 pages 489 - 491, is hereby amended to reflect the following:

Amendment No. 1:

Add: contractor to provide cooling tower sanitation services of 14 each cooling tower and Legionella Testing at a cost of \$13,683.45 a year.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

CONTRACTOR

Dan Lunsford, Authorized Representative for Contractor (Chem-Aqua)

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

Jun-4-2015-467

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Security Engineers, Inc. to provide temporary security officers for General Services for the period July 11, 2015 - January 31, 2016 in an amount not to exceed \$350,000.

CONTRACT NO. - ITB 103-14

PROFESSIONAL SERVICES CONTRACT Temporary Staffing: Security Personnel

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and Security Engineers, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be the date signed by Commission President.

WHEREAS, the County desires to contract for executive search for the General Services Department, hereinafter called "General Services"; 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 temporary personnel services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation To Bid (ITB) 103-14, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Services. The Contractor shall provide temporary security personnel in a satisfactory and proper professional manner in accordance with the scope of services as follows:

VENDOR REQUIREMENTS:

- Provide clean uniforms for Security Officers.
- Ensure that all officers report to duty stations on time.
- Vendor must provide replacement officers for any officer reporting off or any officer who leaves early for any reason within an hour of start of assigned shift or within an hour of officer vacating assigned duty station if requested by Jefferson County Chief of Security or an assigned designee. Any officer who has been requested to vacate his post by Jefferson County Chief of Security of an assigned designee for reasons other than to report to another duty station will not be permitted to return unless cleared in writing by said Chief or designee to the vendor.
- Vendor on site Armed Security Officer Supervisor will be responsible for all vendor supplied officers and will report to Jefferson County General Services Chief of Security.

- Vendor must present documentation proving minimum qualifications of each officer to General Services Chief of Security prior to each officer being allowed to work on County premises.

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED SECURITY OFFICERS

- Knowledge of principles, practices and procedures used in security work
- Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire and disaster procedures.
- Ability to respond to emergency situations.
- Ability to communicate both orally and in writing.
- Ability to establish and maintain working relationships with other employees and the public.
- Ability to enforce rules and regulations of the Jefferson County Commission.

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED SECURITY OFFICER SUPERVISOR:

- Knowledge of principles, practices and procedures used in security work.
 - Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire and disaster procedures.
 - Ability to supervise subordinate personnel.
 - Ability to respond to emergency situations.
 - Ability to communicate both orally and in writing
 - Ability to establish and maintain working relationships with other employees and the public.
 - Ability to enforce rules and regulations of the Jefferson County Commission and Jefferson County General Services Department.
- Ability to maintain records, payroll, sick time and vacation schedules for five or more security officers.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional security personnel to the General Services Department at any time after the effective date of this Contract. The completion date of all services under this Contract is six (6) months from the date of Commission approval.

4. **COMPENSATION:** Not to exceed \$350,000
(See Price Schedule herein in Exhibit A (ITB Vendor Response))

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

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

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

8. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County,

Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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.

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

17. 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.

_____, Authorized Representative

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

Jun-4-2015-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and New Rising Star Community Support Corporation to provide funding to offset the cost of the salaries of counselors hired for the Rising Stars Summer Camp program in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, New Rising Star Community Support Corporation ("NSRCSC") applied for a grant of funds for \$1,000.00; and

WHEREAS, New Rising Star Community Support Corporation is a 501(c)(3) organization requesting funds for their Rising Stars Summer Camp which provides students with out of school time care, reduce summer learning lost through reading and math enrichment activities and provide life skills, nutrition and structured fitness sessions; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$1,000.00 to NSRCSC, and the grant of such funds serves a good and sufficient public purpose.

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 Rising Stars Summer Camp.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to NSRCSC a lump sum payment of \$1,000.00 upon execution of this agreement.
3. NSRCSC shall use the public funds to offset the cost of the salaries of counselors hired for the Rising Stars Summer Camp program.

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

4. NSRCSC, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

6. NSRCSC 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. NSRCSC 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 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 NSRCSC, 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 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.

8. Any violation of the foregoing certifications shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee 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

NEW RISING STAR COMMUNITY SUPPORT CORPORATION

Date CHERYL LEE, EXECUTIVE DIRECTOR

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

Jun-4-2015-469

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Space One Eleven to provide funding for the purchase of supplies for its City Center Art & Alabama Charcoal art education program in the amount of \$500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, SPACE ONE ELEVEN ("SOE") applied for a grant of funds for \$500.00; and

WHEREAS, SOE is a 501(c)(3) organization that seeks funds for supplies for its tuition free City Center Art and Alabama Charcoal art education programs which offer quality art education to underserved youth in grades 2 through 12. The children partake in free year round after-school and summer art programs which have proven a vital resource for cultural education where otherwise they may not have access. City Center Art instills elementary and middle school students with basic artistic skills and fundamental art studio knowledge, such as foundations of color theory and the importance of caring for brushes and supplies. Alabama Charcoal is an after school portfolio development and college readiness program committed to helping students increase their college opportunities through competitive visual art portfolios and technical drawing skills; and

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

WHEREAS, Commissioners Sandra Little Brown has recommended funding of \$500.00 to SOE, and the grant of such funds serves a good and sufficient public purpose.

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 September 30, 2015.
2. The County shall pay to SOE a lump sum payment of \$500.00 upon execution of this agreement.
3. SOE shall use the public funds for purchasing supplies for its City Center Art and Alabama Charcoal art education programs which offer free quality art education to underserved youth in grades 2 through 12. The children partake in free year round after-school and summer art programs which have proven a vital resource for cultural education where otherwise they may not have access.

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

4. SOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

6. SOE, representatives signed below, certify 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. SOE, 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 of 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 SOE, 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 certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

SPACE ONE ELEVEN

PETER PRINZ, CEO/Co-FOUNDER

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

Jun-4-2015-470

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 4-1/6-30-30-32 with America's Best Concrete Construction in the amount of \$52,000.00 to hire ten (10) helpers for concrete masons for the period May 1, 2015 - April 30, 2016. America's Best Concrete Construction will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants.

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

Jun-4-2014-471

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Pleasant Grove Debris Removal Phase II Project (CDBG-DR-12-04-M3-PGD2), such bids having been opened on May 19, 2015, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Notation</u>	<u>Total Bid</u>
Syms Contractors, Inc.	\$66,330.00	(\$25,250.00)	\$41,080.00

WHEREAS, after tabulation by Spencer Engineering, Inc., and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors, Inc., for the base bid amount of \$66,330.00 and deduction of (\$25,250.00) and a total bid amount of \$41,080.00.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the removal of debris related to the Pleasant Grove Debris Removal Phase II Project (CDBG-DR-12-04-M3-PGD2) to Syms Contractors, Inc., for the base bid amount of \$66,330.00 and a deduction of (\$25,250.00), for a total bid amount of \$41,080.00. This project will be funded with federal Community Development Block Grant Disaster Recovery Funds. This project is from the Program Year 2012.

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

Jun-4-2015-472

NOW THEREFORE BE IT RESOLVED THAT the 2014-2015 meeting dates for the Jefferson County Commission for the below months are amended as set forth below in bold and underlined text:

<u>Tuesday Committee Meetings</u>		<u>Thursday Commission Meetings</u>	
Time:	9 A.M.	Time:	9 A.M. (except as noted below)
Location:	Commission Conference Room, Suite 200, Jefferson County Courthouse	Location:	Commission Chamber, Suite 270, Jefferson County Courthouse (except

Bessemer meetings noted below)

November 18	November 12 (Organizational Meeting @ 11:00) & November 20
December 2 & 16	December 4 & 18
January 6 & January 21	January 8 & January 22*
February 3 & February 17	February 5 & February 19
March 3 & March 17	March 5 & March 19
April 7 & April 21	April 9 & April 23*
May 5 & May 19	May 7 & May 21
June 2 & June 16	June 4 & June 18
July 14 & July 28	July 16 & July 30* (1:30 PM)
August 11 & August 25	August 13 & August 27 (1:30 PM)
September 9 & September 22	September 10 & September 24 (1:30 PM)
October 6 & October 20	October 8 & October 22*
November 3 & November 17	November 5 & November 19
December 1 & December 15	December 3 & 17

* denotes that meeting will be held at the Bessemer Courthouse

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

Jun-4-2015-473

WHEREAS, the development and construction of the Concord Community Storm Shelter serves a public purpose and is in the interest of the citizens of Jefferson County; and

WHEREAS, this project is funded by Jefferson County through funds provided by the Federal government; and

WHEREAS, the Commission wishes to support the efforts to provide public safety and disaster readiness in the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that any rezoning, variance, and plan review fees for the Concord Community Storm Shelter are hereby waived.

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

Jun 4-2015-474

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 Sanitary Sewer Deed of Exchange on Patchwork Infrastructure Line S-2 #1253. Daniel/Rime Patchwork Farms, L.L.C. is conveying to Jefferson County the necessary right-of-way and easements for this project in exchange for a portion of existing right-of-way.

Patchwork Infrastructure Line S-2
#1253

THIS INSTRUMENT PREPARED BY
Denise Shelton, Land Acquisition Agent
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse
Birmingham, AL 35203

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, Daniel/Rime Patchwork Farms, LLC, a Delaware Limited Liability Company does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and

manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A 20 foot wide Sanitary Sewer Right-of-Way lying in the NE ¼ of the NW ¼ of Section 34 Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Northeast ¼ of the Northwest ¼ of Section 34, Township 18 South, Range 2 West and run in a Southerly direction along the East line of the said quarter-quarter section a distance of 1,314.71 feet to the Southwest corner of said quarter-quarter section; thence turn right an angle of 92°15'32" run in a Westerly direction along the South line of the said quarter-quarter section a distance of 555.41 feet; thence turn right an angle of 90°00'00" run in a Northerly direction a distance of 81.78 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet each side of, parallel to, and abutting the following described line; thence turn right an angle of 153°53'47" and run Southeasterly a distance of 65.00 to the end of this sanitary sewer right of way.

This sanitary sewer right of way contains .03 acres, more or less.

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

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

The undersigned Daniel/Rime Patchwork Farms, LLC, a Delaware Limited Liability Company covenant with said Jefferson County that it is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest, does remise, release, quit claim and convey to the said Daniel/Rime Patchwork Farms, LLC, a Delaware Limited Liability Company all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcel of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), such property being more particularly described as follows, to-wit;

A portion of that certain 20 foot Sanitary Sewer Easement described in Instrument 201418/23595 as recorded in the Birmingham Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

A 20 foot wide Sanitary Sewer Right-of-Ways lying in the NE ¼ of the NW ¼ of Section 34 Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Northeast ¼ of the Northwest ¼ of Section 34, Township 18 South, Range 2 West; thence run in a Southerly direction along the East line of the said quarter-quarter section a distance of 1,314.71 feet to the Southwest corner of said quarter-quarter section; thence with a deflection to the right of 92°15'32" run in a Westerly direction along the South line of the said quarter-quarter section a distance of 555.41 feet to a point; thence with a deflection to the right of 90°00'00" run in a Northerly direction a distance of 81.78 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Easement lying 10feet each side of, parallel to, and abutting the following described line; thence with a deflection to the right of 136°23'03" run in a Southeasterly direction a distance of 65.00 to the end of said easement. This sanitary sewer easement contains .03 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

Daniel/Rime Patchwork Farms, LLC.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Town of Trafford regarding maintenance of select roadways within the municipality.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND
THE TOWN OF TRAFFORD, ALABAMA

REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the Town of Trafford, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction.

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement.

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility.

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same.

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement

NOW THEREFORE, in consideration of the above recitals and covenants contained herein; the parties agree as follows:

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads, and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto. The roads to be included in this agreement are as follows:

1. County Road 121 (also known as/aka Warrior-Trafford .Road, Bradford-Trafford Road)
2. County Line Drive (also known as/aka County Line Road)

No other road and/or portion of road will be maintained by the County unless written (notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of _____

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect utilities to be placed within the right-of-way of the

roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.

6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.

7. Bridges -The County shall only be responsible for the following bridges:

Bradford-Trafford Road over Gurley Creek - BIN No. 003374

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's poiblion due to ALDOT.

8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the road ay that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

The City of shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be n essary to direct traffic through .a work zone.

2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc, shall be installed per the City's direction to a private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity ereinafter "third party"). Any failed roadside drains or associated structure installed by third party must be repaired and/or replaced by said third party. In cases where the fail a of such drain poses an imminent threat to the roadbed, the County will noti the City Administrator. Should the City not take action within a reasonable time, the ounty will restore the flow and stabilize the roadbed in the most efficient manner possibl . However, the City shall be responsible for restoring access to adjacent parcels and rep acement of the structure. If the County has to replace the structure to maintain the roadb , the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all gineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Admini trator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuing that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1- Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under a County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety, hazard p ALDOT specifications. (Example: illegal signs, fences, retaining walls, head alls, nonbreakaway mailboxes, etc.)

9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to perfozrning any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, a State or Federal Law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City.

Liability, related to City Ordinances, Policies. Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement: This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadways, including but limited to eliminating roadways to be maintained and/or termination of this agreement.

JEFFERSON COUNTY COMMISSION

TOWN OF TRAFFORD

James A. Stephens, President

Lee Maetes, Mayor

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

Jun-4-2015-476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and The University of West Alabama, in the maximum amount of \$110,000 to provide field and laboratory services for the collection, taxonomic identification and assessment of benthic macroinvertebrates at up to twelve (12) locations on the Cahaba River for a period of three years, ending 2017.

AGREEMENT TO PROVIDE
PROFESSIONAL SERVICES
FOR CAHABA RIVER TMDL BIOLOGICAL ASSESSMENTS

This AGREEMENT, made this the _____ day of _____, 2015 by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and the University of West Alabama, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the consulting, advisory and field services as outlined in the Scope of Work.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I – SCOPE OF WORK

CONSULTANT shall perform consulting, advisory and field services on behalf of the COUNTY with respect to all matters and relating to or affecting benthic macroinvertebrate sampling of the Cahaba River for evaluation of the Nutrient Total Maximum Daily Load (TMDL).

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT shall provide field and laboratory services for the collection and assessment of benthic macroinvertebrates over a three-year period beginning in 2015 and ending in 2017 at twelve (12) locations on the Cahaba River according to Alabama Department of Environmental Management (ADEM) Standard Operating Procedures (SOPs) 6000 through 6004.

The CONSULTANT shall provide a comprehensive final report with detailed findings of the study and attend meetings with state and federal regulatory agencies at the request of the COUNTY.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to complete the services outlined under Article I of this AGREEMENT within thirty-six (36) months after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this

AGREEMENT has been formally approved by both parties.

B. The contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT.

ARTICLE III – PAYMENT

SECTION 1 – FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges. Field and lab costs will consist of sampling twelve locations plus collecting an additional sample at two of the locations for Quality Assurance/Quality Control purposes. This will result in fourteen samples per year at a cost of two thousand five hundred dollars (\$2,500) per sample for a yearly total of thirty-five thousand dollars (\$35,000) and three-year contract total of one hundred five thousand dollars (\$105,000). In addition, any COUNTY-requested meetings will be billed at a rate of one hundred dollars (\$100) per hour and fifty-eight cents (\$0.58) per mile. The contract shall include a maximum cost of one hundred ten thousand dollars (\$110,000).

Payment shall be made, not more often than once per year as evidenced by the submittal of invoice by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary.

SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

- A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 2 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the COUNTY for CONSULTANT'S breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

- A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the work within the specified time.
- B. Deliberate failure on the part of the CONSULTANT to proceed with the work when so instructed by the COUNTY or to observe any requirement of these specifications.
- C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
- D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
- E. Before the contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the COUNTY may declare the contract terminated and will notify the CONSULTANT accordingly.

1. Upon receipt of notice from the COUNTY that the contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the work, and remove his equipment. The COUNTY may then proceed with completion of the work

in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 3 – CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties subject to review de novo by a court of competent jurisdiction.

SECTION 4 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

SECTION 5 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 6 - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void.

SECTION 7 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall 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 in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 8 – CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the COUNTY.

SECTION 9 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
 - A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Attachment F as required by Jefferson County Commission Administrative Order AO2008-4.

B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.

C. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 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 the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 11 – 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

CONSULTANT on the ____ day of _____ 2015,

Ken Tucker, President - University of West Alabama

and the COUNTY on the ____ day of _____ 2015.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

James A. Stephens, President - Jefferson County Commission

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

Jun-4-2015-477

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on July 16, 2015, at the Regular Meeting of the Jefferson County Commission at the Birmingham Courthouse for the purpose of fixing demolition costs and assessing liens on certain properties in Jefferson County.

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

Jun-4-2015-478

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION acknowledges and approves the following travel dates for Commissioner David Carrington;

- June 10-19 - Economic Development Trip to France and Germany
- July 6-10 - 1st Week of the Intensive Economic Development Course at Auburn
- August 18-20 - ACCA Convention in Orange Beach
- September 14-17 - 2nd Week of the Intensive Economic Development Course at Auburn

Actual expenses will be submitted after the travel dates have been completed.

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

Jun-4-2015-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Prescott House to provide services for sixteen forensic interviews and to pay for associated materials in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

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

WHEREAS, Prescott is a 501(c)(3) organization who provides forensic interviews services and other services in a child-friendly environment to children that have witnessed or been a victim to abuse or trauma; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to Prescott, 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 September 30, 2015.
2. The County shall pay to Prescott a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Prescott shall use the public funds to provide sixteen forensic interviews of children and to pay for associated materials.

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

4. Prescott shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

6. Prescott's 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. Prescott's 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 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 Prescott, 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 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.

8. Any violation of the foregoing certifications shall constitute a breach and default of this agreement which shall be cause for termination: Upon such termination, Contractee 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

PRESCOTT HOUSE

Mary Murphy, Executive Director

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

Jun-4-2015-480

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and aTeam Ministries to fund aConnect program which provides meals/snacks, cards, etc. to give support to those diagnosed with childhood cancer and/or blood disorders in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, aTeam Ministries ("ATM") applied for a grant of funds for \$2,500.00; and

WHEREAS, ATM is a 501(c)(3) organization which seeks funding to aid their aConnect program that provides meals/snacks, cards, etc. to give support to those diagnosed with childhood cancer and/or blood disorders in Alabama, with no local support systems; and

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

WHEREAS, Commission David Carrington has recommended funding of \$2,500.00 to ATM, and the grant of such funds serves a good and sufficient public purpose.

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 September 30, 2015.
2. The County shall pay to ATM a lump sum payment of \$2,500.00 upon execution of this agreement.
3. ATM shall use the public funds to fund their aConnect program which provides meals/snacks, cards, etc. to give support to those diagnosed with childhood cancer and/or blood disorders in Alabama.

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

4. ATM, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

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

6. ATM 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. ATM 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 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 ATM, 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 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.

8. Any violation of the foregoing certifications shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee 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

ATEAM MINISTRIES

Andy Thrower, President

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
6/04/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PUTTY TAPE FOR BESSEMER JAIL.	GEN SVCS: ADMINISTRATION	80.00	1900090056
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FIVE TUBES OF CAULKING FOR BESS JAIL.	GEN SVCS: ADMINISTRATION	37.50	1900089995
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DUMP VALVE FOR CAMP KETONA	GEN SVCS: ADMINISTRATION	68.53	1900089840
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE DREMEL TOOL CUT OFF WHEELS FOR BESS JAIL	GEN SVCS: ADMINISTRATION	40.00	1900089875
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEATH CERTIFICATE AMENDMENT	CORONER/MEDICAL EXAMINER	33.00	1900089966
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTER FOR SECURITY BHCH	GEN SVCS: ADMINISTRATION	329.99	1900089951
DISTRICT 1	1000193	JEFFERSON CO TREASURER	THREE INK JET PRINTERS FOR GENERAL SERVICES	GEN SVCS: ADMINISTRATION	239.97	1900090065
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REPAIR FOR ROLL UP GATE AT CJC.	GEN SVCS: ADMINISTRATION	287.50	1900090085
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FIRST AID KIT, MORGUE SUPPLY, REPELLANT, WINDEX, S	CORONER/MEDICAL EXAMINER	50.26	1900090071
*DISTRICT 1					1,166.75	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEES LIEN RELEASES_EDA LOAN	COMMUNITY DEVELOPMENT	32.00	1900089832
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT - RYAN LILLARD 4/2015	PER BD: TESTING	100.00	1900089331
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DETENTION ADM	157.06	1900089838
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BILLIE MARSALA 5/7/2015	PER BD: TESTING	27.95	1900089877
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BILLIE MARSALA 5/7/2015	PER BD: TESTING	35.66	1900089878
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	145.24	1900089982
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: GFOAA MEMBERSHIP DUES, S. YOUNGBLOOD	COMMUNITY DEVELOPMENT	50.00	1900089831
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 5/7/2015	PER BD: TESTING	29.57	1900089876
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JOHNATHAN CHARLES 5/7/2015	PER BD: TESTING	37.26	1900089879
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WKFORCE INVEST	48.29	1900090073
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COFFEE MAKERS FOR OFFICE	ECON DEV WKFORCE INVEST	79.98	1900090072
DISTRICT 2	1003689	AYLA TIERA RUSSELL	TUITION REIMBURSEMENT - AYLA RUSSELL 5/6/2015	PER BD:INFO TECHNOLOGY	600.00	1900089844
DISTRICT 2	1019443	WAN CARLOS THORPE	ASSESSOR REIMBURSEMENT - WAN CARLOS THORPE 5/13/15	PER BD: TESTING	500.84	1900090013
DISTRICT 2	1020107	ECONOMIC DEV ADMIN UD:	SEQUESTED EDA INTEREST JAN-MAR, 2015	ECON DEV LN COUNTY	80.03	1900090088
DISTRICT 2	1030880	HOLLY PEREZ	ASSESSOR REIMBURSEMENT - HOLLY PEREZ 5/12/15	PER BD: TESTING	125.00	1900089980
DISTRICT 2	1031793	CARLTON COOK	ASSESSOR REIMBURSEMENT - CARLTON COOK	PER BD: TESTING	204.38	1900089978
DISTRICT 2	1033080	JOSEPH MCDOWELL	ASSESSOR REIMBURSEMENT - JOSEPH MCDOWELL 5/2015	PER BD: TESTING	150.00	1900089979
DISTRICT 2	1033081	ELIZABETH ROBINSON	ASSESSOR REIMBURSEMENT - ELIZABETH ROBINSON 5/13/1	PER BD: TESTING	125.00	1900090011
DISTRICT 2	1033082	TERRY STAYER	ASSESSOR REIMBURSEMENT - TERRY STAYER 5/13/15	PER BD: TESTING	516.23	1900090012
DISTRICT 2	1033092	ALAN L RHEA	EMPLOYEE BECAME MEDICARE ELIGIBLE 4/1/2015.	HUMAN RESOURCES ADMIN	286.78	1900090027
*DISTRICT 2					3,331.27	
DISTRICT 3	1000128	JEFF CO DEP TREASURER	HOSE FOR KITCHEN	SHER CORRECT-BESSEMER	5.67	1900089684
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCH 80 PVC PIPE & FITTINGS,M20X110 SS BOLTS W/NUTS	ES: PACKAGE WWTP & PUMP STATIO	443.50	1900090076
DISTRICT 3	1000193	JEFFERSON CO TREASURER	A/C BOARD,DRAIN OPENER, BATTERY, BACKPACK, OIL	ES: CAHABA RIVER WWTP	221.30	1900090068
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MANAGEMENT DEPT	35.64	1900088971
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY,ANTIFREEZE,LUBE,KNIFE,GAS TRTMENT,BLOWER	ES: TRUSSVILLE WWTP	79.77	1900089625
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCREWS;STARTING FLUID;LOCKWASHERS;NUTS;TUBE;	ES: FIVE MILE MAINTENANCE SHOP	94.42	1900090055
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WIRE TAPE VOLT MONITER RELAYS HOSE BOXES FILTER	ES: VALLEY CREEK WWTP	555.75	1900089971
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRUNING SHEARS	ES: LEEDS WWTP	14.23	1900089839
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MANAGEMENT DEPT	93.56	1900089880
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAND, CEMENT, O'RINGS, COUPLINGS	ES: VILLAGE LINE MAINTENANCE	107.94	1900089974
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLAMPS, LAWN MOWER ADDITIVES	ES: SHADES LINE MAINTENANCE	112.41	1900089975
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHIPPING OF A CAMERA, MAGNET, DRILL BITS	ES: TV INSPECTION & GROUTING	43.75	1900089976
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NUTS, CREWS, BOLTS, FENCE POSTS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	230.75	1900089977
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SWIVEL VISE, WHEELED TRASH CAN, AND OIL FILTER	ES: VILLAGE CREEK WWTP	148.73	1900089983
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RESPIRATOR AND GLOVES	ES: VILLAGE CREEK WWTP	460.26	1900090058
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GLOVES	ES: VILLAGE CREEK WWTP	407.76	1900089987
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ZIP TIES	ES: TURKEY CREEK WWTP	3.97	1900089728
DISTRICT 3	1000193	JEFFERSON CO TREASURER	4"DUCTILE TEE,4" UNILUG,MOWER BLADES,MISSION BATTE	ES: PACKAGE WWTP & PUMP STATIO	415.74	1900089955
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GALVANIZED TIN - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	20.13	1900089947
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPAIRS FOR OVERHEAD DOORS AT CAMP KETONA.	R&T: HIGHWAY MAINT-KETONA	373.10	1900089988
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COFEMAK;GAS CAN;WEED LINE;BUCKET;TRNSDCER;SHOES;	ES: INSTRUMENT SHOP	469.31	1900089989
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FAUCET REPAIR KIT	ES: SURVEY ENG & CONSTRUCTION	90.56	1900089791
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LAWN MOWER MAINTENANCE PARTS	ES: TRUSSVILLE WWTP	228.46	1900089835
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY, TRIMMERS, TREATMENT, TIRE MOUNT	ES: TRUSSVILLE WWTP	310.12	1900089843
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WHISTLE, FABRIC TIES, SMALL TOOLS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	159.11	1900089948
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS/K9 KENNEL	SHER CORRECT-BIRMINGHAM	154.07	1900089683
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEVIES PROBATED/POSTAGE	SHERIFF ENFORCE-BIRMINGHAM	135.58	1900089963
DISTRICT 3	1000193	JEFFERSON CO TREASURER	METAL/TUBE SEAL/PLATE	SHERIFF ENFORCE-BIRMINGHAM	244.15	1900089964
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH	STORM WATER MANAGEMENT DEPT	91.24	1900090064
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE, CLEANING SUPPLIES, GATORADE, PVC PIPE	ES: VILLAGE CREEK WWTP	296.57	1900090093
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LITTER GRABBERS & BOLTS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	257.56	1900090100
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BITS, FENCE PARTS, SCREWS - CAMP KETONA	R&T: HIGHWAY ENG & CONSTR	194.09	1900090080
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE TO SEND DOCUMENTS TO EPA	ES: SANITATION ADMINISTRATION	36.04	1900090086
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE 1C CERTIFICATION-BRIAN ROHLING	ES: SANITATION ADMINISTRATION	60.00	1900090087
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SWITCHES, HOSE, FUEL FILTERS	ES: TRUSSVILLE WWTP	38.25	1900090070
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FLAGGING TAPE, FUEL TANK, DIGITAL TIMER,	R&T: HIGHWAY ENG & CONSTR	189.57	1900090096
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RELAY FOR WARRIOR	ES: TURKEY CREEK WWTP	167.00	1900090089

DISTRICT 3	1000193	JEFFERSON CO TREASURER	FENCE PARTS - BRIDGE WAREHOUSE	R&T: HIGHWAY ENG & CONSTR	244.95	1900090097
DISTRICT 3	1030580	ADVANCE AL MEDIA LLC	OXFORD PUBLIC NOTICE	COUNTY ATTORNEY	176.00	1900090017
DISTRICT 3	1033099	ACTON CORPORATION	MEDICAL RECORDS - EMMA THOMAS	COUNTY ATTORNEY	80.82	1900090018
*DISTRICT 3					7,491.83	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SOFTWARE, POSTAGE, COFFEE, OIL CHANGE	EMA	373.61	1900090067
DISTRICT 4	1001121	TRINITY CONTRACTORS INC	PERMIT 150310E - ISSUED IN ERROR	INSPECTION SERVICES	50.00	1900089992
*DISTRICT 4					423.61	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE - IN PERSON MAIL TOAL SUPREME COURT	BD OF EQUAL - BHAM STATE	5.95	1900090059
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT 98.85	REVENUE	98.85	1900089957
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS 12.56	REVENUE	12.56	1900089958
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER BANDS FOR 2015 NOTICE MAILING	BD OF EQUAL - BHAM STATE	9.00	1900089965
*DISTRICT 5					126.36	
**					12,539.82	

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

Jun-4-2015-481

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.

For Week of 5/12/15 - 5/18/15

1. SHERIFF'S DEPARTMENT FROM FLEET SAFETY EQUIPMENT, PELL CITY, AL, CONTRACT RENEWAL FOR PATROL VEHICLE SAFETY EQUIPMENT TO BE PURCHASED ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/22/15 – 5/21/16. (1ST YEAR RENEWAL) REFERENCE BID # 90-14
2. GENERAL SERVICES FROM AMERICAN PIPE & SUPPLY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CATALOG BID FOR MISCELLANEOUS PLUMBING SUPPLIES FOR THE PERIOD OF 6/12/15 – 6/11/16. (1ST YEAR RENEWAL) REFERENCE BID # 94-14
3. YOUTH DETENTION CENTER & PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM EVANS MEATS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FRESH MEATS FOR THE PERIOD OF 7/01/15 – 6/30/16. (2ND YEAR RENEWAL) REFERENCE BID # 108-13
4. ROADS AND TRANSPORTATION: TRAFFIC SIGN SHOP KETONA FROM 3M COMPANY, IRVINE, CA, TO PURCHASE REFLECTIVE SHEETING. SAP PURCHASE ORDER # 20000863 \$5,664.00 TOTAL
STATE OF ALABAMA BID # T114, CONTRACT # 4013237
5. ENVIRONMENTAL SERVICES: VILLAGE LINE MAINTENANCE FROM EJ USA INCORPORATED, EAST JORDAN, MI, TO PURCHASE MANHOLE RING AND LIDS. SAP PURCHASE ORDER # 2000086600 \$13,125.00 TOTAL
REFERENCE BID # 68-15
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM FLEET PRIDE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS TO BE ORDERED AS NEEDED FOR VEHICLE REPAIRS. SAP PURCHASE ORDER # 2000083688 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$20,000.00 TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, GARDENDALE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS TO BE ORDERED AS NEEDED FOR VEHICLE REPAIRS. SAP PURCHASE ORDER # 2000084347 CHANGE ORDER \$10,000.00
PURCHASE ORDER \$22,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN & COUNTRY FORD INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS TO BE ORDERED AS NEEDED FOR VEHICLE REPAIRS. SAP PURCHASE ORDER # 2000084390 CHANGE ORDER \$20,000.00 PURCHASE ORDER \$30,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM EQUIPMENT & PARTS SPECIALTY COMPANY INCORPORATED, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS TO BE ORDERED AS NEEDED FOR VEHICLE REPAIRS. SAP PURCHASE ORDER # 2000084650 CHANGE ORDER \$10,000.00 PURCHASE ORDER \$22,000.00 TOTAL
10. ENVIRONMENTAL SERVICES ADMINISTRATION FROM STONE AND SONS ELECTRICAL CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMERGENCY REPAIR OF THE FIVE MILE CREEK WEST PUMP STATION. SAP PURCHASE ORDER # 2000085106

CHANGE ORDER \$2,275.00 PURCHASE ORDER \$9,195.00 TOTAL

For Week of 5/19/15 - 05/25/15

1. ENVIRONMENTAL SERVICES: AL SEIR PUMP STATION FROM TRISTATE VALVES & CONTROLS D/B/A TRIVACO, HEBRON, KY, TO AWARD BID FOR GATE VALVE FOR AL SEIR PUMP STATION TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 6/08/15 – 6/07/16. REFERENCE BID # 47-15R
2. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM ARAMARK UNIFORM SERVICES, BIRMINGHAM, AL, TO AWARD BID FOR WORK UNIFORM RENTAL & MISCELLANEOUS ITEMS TO BE PURCHASED AS NEEDED FOR THE PERIOD OF 6/08/15 – 6/07/16. REFERENCE BID # 95-15
3. ENVIRONMENTAL SERVICES: AL SEIR PUMP STATION FROM TRISTATE VALVES & CONTROLS D/B/A TRIVACO, HEBRON, KY, TO AWARD BID FOR GATE VALVE FOR AL SEIR PUMP STATION FOR THE PERIOD OF 6/08/15 – 6/07/16. SHOPPING CART # 1000221137 \$101,715.00
4. COOPER GREEN MERCY HEALTH SERVICES FROM MEDSPHERE, CARLSBAD, CA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SUBSCRIPTION SERVICE FEE CLINICAL HEALTH INFO SYSTEM AND FINANCIAL REVENUE CYCLE ENTERPRISE SYSTEM. SAP PURCHASE ORDER # 2000082210
CHANGE ORDER \$256,548.50 RFP # 105-10 PURCHASE ORDER \$556,548.50 TOTAL
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OILS AND LUBRICANTS TO BE PURCHASED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15.
SAP PURCHASE ORDER # 2000082561 CHANGE ORDER \$ 4,500.00 REFERENCE BID # 76-12
PURCHASE ORDER \$16,500.00 TOTAL
6. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM FISHER SCIENTIFIC CORPORATION, SUWANEE, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LABORATORY SUPPLIES TO BE PURCHASED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082562
CHANGE ORDER \$3,000.00 STATE OF ALABAMA BID # T233; CONTRACT # 4013175
PURCHASE ORDER \$7,999.00 TOTAL SOLICITATION # 2269141
7. CORONER/MEDICAL EXAMINER FROM STEEL CITY MORTUARY TRANSPORT, SUMITON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR DEAD BODY PICKUP AS NEEDED FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082568 CHANGE ORDER \$ 4,850.00.
REFERENCE BID # 162-12 PURCHASE ORDER \$78,850.00 TOTAL
8. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM TEREX UTILITIES INCORPORATED D/B/A TEREX SERVICES, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ANNUAL CRANE INSPECTION.
SAP PURCHASE ORDER # 2000083093 CHANGE ORDER \$2,970.00
CONTRACT # CON-00005171 PURCHASE ORDER \$8,720.00 TOTAL

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

Jun-4-2015-482

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/12/15 - 5/18/15 and 5/19/15 - 05/25/15, BE AND HEREBY IS APPROVED.

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

Jun-4-2015-483

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 5/12/15 - 5/18/15 and 5/19/15 - 05/25/15, BE AND HEREBY IS APPROVED.

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

Knight, Brown, Carrington and Stephens.

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Maria Knight, Jane Mardis and Lisa Meuse ACLN Spring 2015 Course Opelika, AL - May 6, 2015	State funds	\$225.00
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Inspection Services

William Mullins		\$628.90
Jimmy Kennedy		\$588.30
David Frederick		\$588.30
2015 Annual Conference of Code Officials Association of America Guntersville, AL - June 16-19, 2015		

Tax Collector - Birmingham

J T Smallwood		\$1,935.55
Eric Burks		\$1,989.05
Association of Alabama Tax Administrators Annual Conference Orange Beach, AL - June 14-18, 2015		

Individual Staff Development

Commission - District 5

David Carrington		\$538.50
New York Financial Presentation New York, NY -May 10-13, 2015		

Information Technology

Bobby Pakbaz		\$1,317.50
EMC VPLEX Management Dallas, TX - June 9-12, 2015		

Thomas Purdy		\$2,370.18
Environmental Services Research Institute San Diego, CA - July 19-24, 2015		

Revenue

Bruce Thompson		\$200.00
CROAA Class Orange Beach, AL - August 17-21, 2015		

Tax Assessor - Birmingham

Barbara Henderson	State funds	\$1,389.48
Intermediate Mapping Foley, AL - July 19-24, 2015		

Tax Assessor - Birmingham

John Powe		\$1,169.01
Association of Alabama Tax Administrators Annual Conference Orange Beach, AL - June 15-18, 2015		

For Information Only

Emergency Management Agency James Coker		\$881.40
AAEM Summer Hurricane Tri Conference Mobile, AL - June 21-26, 2015		

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

BUDGET TRANSACTIONS

1. Cooper Green Mercy Health Services \$9,000

Shift funds and add purchasing memorandum to purchase a Laborie Portscan 3D bladder scanner.

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

Jun-4-2015-484

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide software support for the Data Center visualization environment for the period May 21, 2015 - May 20, 2016 in the amount of \$41,109.42.

CONTRACT NO.: 00006051

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of May 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide VMware License Renewal and Software Support 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. 00006051. The original contract between the parties referenced above, was approved by the Commission on May 8, 2014, MB 166, Page 234-236.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate Teklinks quote # AAAQ80743 and Quote: AAAQ80799, copies of quotes attached.

COMPENSATION:

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

AUTHORIZATION TO PERFORM WORK:

5/21/2015 to 05/20/2016

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

JEFFERSON COUNTY COMMISSION

TekLinks, Inc.

James Stephens, President

_____, Authorized Representative

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Carrington 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, June 18, 2015.

President

ATTEST

Minute Clerk