

STATE OF ALABAMA)

JEFFERSON COUNTY) October 8, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:06 a.m., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of September 24, 2015, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on October 6, 2015, and approved the following items to be placed on the October 8, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 37, Addendum Items 3 through 7 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 7.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 4.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 11 and Addendum Item 8.

Oct-8-2015-939

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

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

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

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

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

Z-2015-013 Carried over from the September 24, 2015 Hearing. David L. and Barbara A. Sanders, owners; Daryl Sanders, applicant requests a change of zoning on part of Parcel ID# 43-11-4-000-007.001 in Section 11 Twp 20 South Range 5 West from A-1 (Agricultural) to I-1 (Light Industrial) for mini-storage facility also offering outdoor storage space for boats and recreational vehicles. (Case Only: 5525 McAshan Drive, McCalla, AL 35111)(MCCALLA)(2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. The colors of the buildings and doors shall be light earth tones; 2. No doors shall be visible from any public property or the public right-of-way; 3. All site lighting shall be directed downward and be the minimum

necessary for safety and security; 4. Where the property borders agriculture or residential zoning there shall be a six (6) foot tall wood fence with 15' of landscaping or a six (6) foot chain link fence with a 15' buffer; 5. The front of the property shall have a six (6) foot black vinyl chain link fence with a ten (10) foot planted strip with shrubs spaced every three (3) feet and shade trees spaced every fifty (50) feet to be approved by the Department of Land Planning; 6. The roofs of all buildings shall have a pitch of 2 in 12; 7. The use of the property shall be restricted to a mini-storage facility with outdoor storage for boats and recreational vehicles only. (PUBLIC HEARING HELD ON THIS CASE SEPTEMBER 24, 2015)

Z-2015-013 was carried over.

Z-2015-014 Robert E. Carroll, owner requests a change of zoning on Parcel ID# 31-13-3-000-014.000 in Section 13 Twp 18 South Range 5 West from R-2 (Single Family) to A-1 (Agricultural) for a personal farm, future keeping of livestock, and a future single-family residence. (Case Only: 805 Pinewood Avenue, Hueytown, AL 35023)(CONCORD)(9.9 Acres M/L)

RESTRICTIVE COVENANTS: 1. Any/all livestock shall be kept a minimum of 20 feet from the West property boundary, and to the north of a continual setback spanning the width of the property; said setback shall be located parallel to, and 70 feet to the north of, the northern property boundary of Lots 3, 2, and 1 of CM Hesters Subdivision as recorded in Map Book 10, Page 79 in the Bessemer Division of the Probate Office of Jefferson County; 2. Only 1 horse or two goats are permitted per acre, and no commercial livestock operations, such as commercial pig raising or chicken houses are permitted; and 3. There shall be no mobile homes.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-014 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2015-017 Sandra R. Jackson, owner; Randy Sain, agent requests a change of zoning on Parcel ID# 22-11-3-001-005.000 in Section 11 Twp 17 South Range 3 West from I-3 (Industrial) to R-6 (Residential) for compliance for residential property. (Case Only: 4178 22nd Street North, Birmingham, AL 35207)(WASHINGTON HEIGHTS)(0.2 Acres M/L)

RESTRICTIVE COVENANTS: There shall be no mobile homes.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-017 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2015-021 Blue Creek Land Company, owners; Dale Weaver, applicant requests a change of zoning on Parcel ID#s 08-01-1-000-001.003, 08-01-1-000-001.004, 08-01-1-000-001.005 (Lots 1, 2, & 3 of Redman Hall Estates 2nd Sector, 1st Addition), 08-01-2-000-001.004, and 08-01-3-000-001.004 in Section 1 Twp 15 South Range 2 West from R-R (Rural Residential) to A-1 (Agriculture) to allow mobile homes. (Case Only: 3938, 3934, 3928, 3728, and 3700 Redman Hall Road, Pinson, AL 35126)(BRADFORD)(9.12 Acres M/L)

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-021 be denied. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Oct-8-2015-940

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc., for engineering consulting services for the redesign and replacement of the primary boilers at the Bessemer Courthouse Complex Central Plant, to modify the scope of work regarding the replacement of the chilled water, hot water and the condensation pumping systems, extends the term for twenty-four (24) months and increases agreement by \$10,000 to a total estimated to be \$75,000.

AMENDMENT2

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this September 1, 2015, by and between Jefferson County Commission, hereinafter called "the County", and MW/Davis Dumas & Associates, Inc. located at 2720 3rd Avenue South, Birmingham, Alabama 35233 hereinafter called "the Consultant."

WHEREAS, the County desires to modify the scope of work contract for Engineering Consulting Services for the redesign and replacement of the primary boilers at the Jefferson County Bessemer Courthouse Complex Central Plant.

WHEREAS, the Consultant desires to furnish said modified services to the General Services Department.

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

ENGAGEMENT OF CONSULTANT: The County hereto agrees to engage the Consultant and the Consultant hereby agrees to perform

the services hereinafter set forth.

SCOPE OF SERVICES: Amendment 2; Modify the original Scope of Work to include the replacement of the chilled water, hot water and the condensate pumps as required to bring the pumping systems up to proper design capacities. This additional work will be integrated and included in the construction and bid documents of the original scope of work of the boiler rebuild project.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: Amendment 2 extends the original term of the contract for twenty four months beginning September 1, 2015 through August 31, 2017 or project completion.

COMPENSATION: Amendment 2 increases the contract amount \$10,000.00 (ten thousand dollars). The new contract estimate total is \$75,000, (seventy five thousand dollars). Mechanical Engineering services are to be performed on an hourly basis at rates listed per Attachment "A", Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fee for Electrical sub consultant will be at rate of (x 1.1) times their invoiced amount. All sub consultant fees and reimbursable cost are included within the estimated fee listed above.

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

Consultant: MW/Davis Dumas & Associates, Inc.

Attention; Mr. James Robinson, PE
2720 3rd Avenue South
Birmingham, Alabama 35203

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

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

Consultant	Jefferson County, Alabama
James Sam. Davis, Jr., P.E.	James A. Stephens
President	President, Commissioner

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

Oct-8-2015-941

WHEREAS, Jefferson County is not the same County it was in 1863, 1933, 1963 or even 2013; and
WHEREAS, Jefferson County was given a clean start when it exited bankruptcy in December, 2013; and
WHEREAS, the current Linn Park Entrance Foyer to the County Courthouse does not reflect nor celebrate today's Jefferson County;
and

WHEREAS, the Jefferson County Commission desires to rebrand the County as one of diversity and opportunity; and
WHEREAS, the Jefferson County Commission recognizes that maintaining the status quo in the Linn Park Entrance Foyer to the Jefferson County Courthouse is unacceptable.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Committee chaired by Jefferson County Commissioner Sandra Little Brown shall be charged with the responsibility or reviewing and recommending to the full Commission what changes and modifications to the Linn Park Entrance Foyer they feel are appropriate.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner Sandra Little Brown will provide a slate of names for consideration for membership to said Committee for consideration and appointment at the Jefferson County Commission's

next regularly scheduled Committee Meeting.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Committee upon its appointment shall submit recommendations to the full County Commission within 120 days of its appointment. Said recommendations shall include associated cost estimates.

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

Oct-8-2015-942

BE IT RESOLVED, by the Jefferson County Commission that the president, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Volkert, Inc., for the provision of engineering services in connection with the Rosedale Sidewalk Improvements Phase IV. The fee for these services shall not exceed Forty Thousand Six Hundred Twenty Nine and 06/100 Dollars (\$40,629.06), and will be paid for in full with federal funds. This project is from the Program Year 2014 funds.

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

Oct-8-2015-943

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Bradley Arant Boult Cummings LLP was selected through the Request for Proposals process;

WHEREAS, the County desires to amend the contract to extend the term to September 30, 2016; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute Amendment #1 to the Agreement between Jefferson County and Bradley Arant Boult Cummings LLP to extend the term from October 1, 2015 to September 30, 2016 to perform said Legal Services in support of Jefferson County's Community & Economic Development Programs. No additional funding is required.

AMENDMENT TO CONTRACT

This is an Amendment (Amendment #1) to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and Bradley Arant Boult Cummings LLP hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of , 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 5, 2015, in Minute Book 167 Page(s) 494, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2015 through September 30, 2016. The effective date for this contract is October 1, 2015. At the end of stated term, this contract may be renewed for two additional terms not to exceed a total of thirty-six months.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

J. Paul Compton, Jr.

Bradley Arant Boult Cummings LLP

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

Oct-8-2015-944

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, The Parker Law Firm, LLC was selected through the Request for Proposals process;

WHEREAS, the County desires to amend the contract to extend the term to September 30, 2016; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute Amendment #1 to the Agreement between Jefferson County and The Parker Law Firm, LLC to extend the term from October 1, 2015 to September 30, 2016 to perform said Legal Services in support of Jefferson County's Community & Economic Development Programs. No additional funding is required.

AMENDMENT TO CONTRACT

This is an Amendment (Amendment #1) to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and The Parker Law Firm, LLC, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of , 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on December 18, 2014, in Minute Book 167 Page(s) 348-349, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2015 through September 30, 2016. The effective date for this contract is October 1, 2015. At the end of stated term, this contract may be renewed for two additional terms not to exceed a total of thirty-six months.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Lorrie Maples Parker

The Parker Law Firm, LLC

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

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Christian & Small LLP was selected through the Request for Proposals process;

WHEREAS, the County desires to amend the contract to extend the term to September 30, 2016; and

WHEREAS, the Contractor wishes to amend the contract;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute Amendment #1 to the Agreement between Jefferson County and Christian & Small LLP to extend the term from October 1, 2015 to September 30, 2016 to perform said Legal Services in support of Jefferson County's Community & Economic Development Programs. No additional funding is required.

AMENDMENT TO CONTRACT

This is an Amendment (Amendment #1) to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and Christian & Small LLP hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of , 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on June 18, 2015, in Minute Book 168 Page(s) 189, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2015 through September 30, 2016. The effective date for this contract is October 1, 2015. At the end of stated term, this contract may be renewed for two additional terms not to exceed a total of thirty-six months.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Bradley R. Hightower

Christian & Small LLP

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with Construction Education Foundation of Alabama for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement will not exceed \$127,646.

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

Oct-8-2015-947

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with Dynamic Educational Systems, Inc., for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement will not exceed \$328,626.

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

Oct-8-2015-948

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Workforce Innovation and Opportunity Act Youth Services Agreement with The Dannon Project for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement will not exceed \$368,723.50.

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

Oct-8-2015-949

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Phlebotomy Ink Training and Staffing Agency, LLC for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-950

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Phlebotomy Ink Training and Staffing Agency, LLC for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-951

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Construction Education Foundation of Alabama for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under

the agreement depends on the number of students trained.

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

Oct-8-2015-952

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Construction Education Foundation of Alabama for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-953

WHEREAS, ESD School, LLC desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with ESD School, LLC for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-954

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with ESD School, LLC for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-955

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Virginia College Birmingham Campus for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-956

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Virginia College Birmingham Campus for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-957

WHEREAS, Fortis Institute - Birmingham Campus desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Fortis Institute - Birmingham Campus for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-958

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Fortis Institute - Birmingham Campus for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

Oct-8-2015-959

WHEREAS, Jeremiah's Hope Academy desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Jeremiah's Hope Academy for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-960

WHEREAS, Jeremiah's Hope Academy desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized

to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Jeremiah's Hope Academy for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-961

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Asbestos Workers Local 78 Apprentice Training Trust for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-962

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Asbestos Workers Local 78 Apprentice Training Trust for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-963

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Jefferson State Community College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2105-964

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Jefferson State Community College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under

the agreement depends on the number of students trained.

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

Oct-8-2015-965

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Nursing Assistant Solutions for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-966

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Nursing Assistant Solutions for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-967

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Jefferson County Joint Apprenticeship School for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-968

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Jefferson County Joint Apprenticeship School for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-969

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Lawson State Community College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-970

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Lawson State Community College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-971

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with New Horizons Computer Learning Centers of Alabama for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-972

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with New Horizons Computer Learning Centers of Alabama for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-973

WHEREAS, Beville State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Adult Individual Training Account agreement with Beville State Community

College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-974

WHEREAS, Bevill State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Individual Training Account agreement with Bevill State Community College for Program Year 2015. The effective period is September 1, 2015 through June 30, 2016. The amount paid under the agreement depends on the number of students trained.

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

Oct-8-2015-975

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #6 and Amendment #5 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose of Change Order #6 and Amendment #5 is to extend the construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). There is no additional cost associated with the modification. The new completion date for the construction contract shall January 29, 2016. All other conditions and terms shall remain the same. This project is from the 2010 program year.

AMENDMENT #5 TO CONTRACT

This is Amendment #5 to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Gillespie Construction, LLC. hereinafter called "the Contractor" for grant allocation PY10/FY14. The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 29, 2013, in Minute Book 165, Page 286, as amended on May 8, 2014, in Minute Book 166, pages 242-243 and as amended on June 10, 2014 and as amended on November 20, 2014, in Minute Book 167, pages 238-239, and as amended on April 23, 2015, in Minute Book 168, page 62 is hereby amended as follows:

The purpose of this Modification is to extend the construction contract for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost associated with the additional days is \$0. The new completion date for the construction contract shall be January 29, 2016. All other conditions and terms shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

_____, President

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

Oct-8-2015-976

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between

Jefferson County, Alabama, through the Office of Senior Citizen Services and Legal Services of Alabama under the Title III Older Americans Act to provide professional services as needed for the period October 1, 2015 through September 30, 2016 in the amount of \$50,000.

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

Oct-8-2015-977

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and the McCoy Adult Day Care to provide homemaker, personal care, respite care and adult day care services to eligible senior for FY2015-2016 in the amount of \$7,000.

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

Oct-8-2015-978

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Philips Lifeline to provide supplemental services for clients of the Alabama Cares program for the period October 1, 2015 through September 30, 2016 in the amount of \$4,800.

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

Oct-8-2015-979

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Stevens Home Health Care, Inc. to provide home and community-based services for eligible Medicaid and Alabama Care recipients for the period October 1, 2015- December 31, 2015. Cost based on use. All other terms of the agreement remains unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through Office of Senior Services, hereinafter called "the County", and Stevens Home Health, Inc., hereinafter called "the Contractor" for grant allocation PY 2015. The effective date of this agreement shall be October 1, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 20, 2014, in Minute Book 167, Page(s) 244, is hereby amended as follows:

The purpose of Modification 1 is to extend the contract three months. The new contract ending date is December 31, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

Stevens Home Health Care

Alison Scott

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

Oct-8-2015-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Choice Home Care Specialist to provide home and community-based services for eligible Medicaid and Alabama Care recipients for the period October 1, 2015- December 31, 2015. Cost based on use. All other terms of the agreement remains unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through Office of Senior Services, hereinafter called "the County", and Choice Home Care Specialist, hereinafter called "the Contractor" for grant allocation PY 2015. The effective date of this agreement shall be October 1, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 20, 2014, in Minute Book 167, Page(s) 244, is hereby amended as follows:

The purpose of Modification 1 is to extend the contract three months. The new contract ending date is December 31, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

Choice Home Care Specialist

Janice A. Adams

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

Oct-8-2015-981

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Virginia's Sitter Services to provide home and community-based services for eligible Medicaid and Alabama Care recipients for the period October 1, 2015- December 31, 2015. Cost based on use. All other terms of the agreement remains unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through Office of Senior Services, hereinafter called "the County", and Virginia Sitter Services, hereinafter called "the Contractor" for grant allocation PY 2015. The effective date of this agreement shall be October 1, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 20, 2014, in Minute Book 167, Page(s) 244, is hereby amended as follows:

The purpose of Modification 1 is to extend the contract three months. The new contract ending date is December 31, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

Virginia Sitter Services

Virginia Kelley

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

Oct-8-2015-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and ClasTran to provide transportation services for the period October 1, 2015 - December 31, 2015 in the amount of \$77,250 (total contract amount \$386,250).

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Office of Senior Services, hereinafter called "the County", and Class Tran hereinafter called "the Contractor" for grant allocation PY 2015. The effective date of this agreement shall be October 1, 2015.

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:

he contract between the parties which was approved by the Jefferson County Commission on December 18, 2014, in Minute Book 167, Page(s) 352-355, is hereby amended as follows:

The purpose of Amendment #1 is to increase the agreement \$77,250.00 ant to extend the agreement three months. The amended agreement amount is \$386,250.00 and the termination date is December 31, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

G. Fenn Church

ClassTran

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

Oct-8-2015-983

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Human Resources to provide reimbursement for administrative staff support to facilitate the expeditious processing of Title IV-D Child Support cases for the period October 1, 2015 - September 30, 2018 in an estimated amount of \$1,644,796 (estimated reimbursement \$1,085,565). Attachments on file in the Minute Clerk's Office.

AGREEMENT BETWEEN JEFFERSON COUNTY COMMISSION

JEFFERSON COUNTY FAMILY COURT

AND THE ALABAMA DEPARTMENT OF HUMAN RESOURCES

This Agreement is entered into, by and between the Jefferson County Commission (hereinafter referred to as "the County"), Jefferson County Family Court (hereinafter referred to as "the Court"), and the Alabama Department of Human Resources (hereinafter referred to as "the Department").

WHEREAS, the Department is the single agency in the State of Alabama designated to administer Title IV-D of the Social Security Act, establishing a program of child support enforcement and establishment of paternity as specified in said Act and the regulations implementing the Act; and

WHEREAS, the County under the Alabama Rules of Court, Rules of Judicial Administration, Rule 3. (A) "may provide additional court supportive personnel, services, equipment and furnishings".

WHEREAS, the Court administers its programs in accordance to the Alabama Rules of Court,

WHEREAS, the parties wish to enter into an Agreement to facilitate the expeditious processing of Title IV-D Child Support cases;

NOW, THEREFORE, the parties intending to be mutually bound, hereby agree as follows:

The County and the Court agree to:

I.

A. Authorize administrative support staff within the Court to be allocated specific time periods in which Title IV-D work will be accepted,

filed, and processed for service and docketing in accordance with established time standards per federal and state standards. These processes include but are not limited to the filing of Title IV-D paternity and support actions, modification actions, contempt actions, and income withholding actions. See Attachment C entitled "Documentation of Standards of Performance," which is hereby incorporated by reference and made a part of this Agreement.

B. An "Administrative Cost Analysis Study" will be submitted annually to the Department for approval with clarification for said costs to be established and agreed upon by both parties. Administrative costs may include recovery of approved operating costs (supplies and printing). This cost analysis study will be submitted annually prior to approval of this annual budget.

C. Have and make available to the Department job descriptions for positions billed under the Agreement.

D. Assume full financial liability for audit exceptions ruled as final.

E. Retain program and financial records for a period of four (4) years with the exception that records must be retained until any unresolved program/fiscal audit is resolved.

F. Comply with all provisions of Internal Revenue Service Exhibit 7 of IRS Publication 1075 which represents the present IRS requirements for the proper handling of federal tax information, including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance. Internal Revenue Service Exhibit 7 of IRS Publication 1075 provides as follows:

Exhibit 7 Safeguarding Contract Language
CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II.

The Department agrees to reimburse the County upon presentation of documentation, its federal share of necessary and reasonable costs allowable under the IV-D Program as expressed in the budget with any amendments which are attached to this Agreement and incorporated herein by reference and made a part of this Agreement for the term covered by the budget and amendments thereto as if fully set out herein.

III.

It is further agreed by the parties that:

- A. Reimbursement will be made to the County at the prevailing rate of federal financial participation for allowable administrative expenses related to the Title IV-D program.
- B. Billing procedures to be followed by the County in requesting reimbursement shall be in accordance with requirements of the Department's Finance Division.
- C. The County shall submit monthly or quarterly requests to the Department for reimbursement of expenses approved by the Department for services provided.
- D. The County will be the fiscal agent for the reimbursement of expenses approved by the Department. The Department agrees to reimburse the County for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered. Any and all adjustments of the federal matching rate to the state shall automatically adjust to the federal matching rate the percentage of reimbursement due the County.
- E. The County shall certify to the Department that, in addition to reimbursement for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered, the local matching share of the authorized billed expenses have been paid by the County were paid with matching public funds. Such certifications of costs shall be submitted no later than 60 days after the end of the fiscal year in which the cost was incurred. Federal reimbursement of costs is limited to two (2) years from the end of the fiscal quarter in which the costs were incurred.
- F. Reimbursement of approved expenses will be made to the County no later than 40 working days after the reimbursement request is submitted by the County, and approved by the Department, and received by the Office of Child Support Accounting.
- G. The County shall make available such records or other supporting documentation as the Office of Child Support Enforcement or the Department audit staff may request and shall also make available personnel associated with the state's IV-D program to provide answers which the audit staff may find necessary.
- H. Subject to the prior written approval of the Department, the County may make minor procedural modifications.
- I. The County and Court shall be the sole point of contact with regard to all contractual matters and shall be solely responsible for the fulfillment of the Agreement with the Department. This includes the professional and technical accuracy of all work and materials furnished under the Agreement. The County and Court shall assume responsibility for all services offered and products to be delivered. The County and Court shall, without additional cost to the Department, correct or revise all errors or deficiencies in any contract work identified during the term of the Agreement. The Department review, approval, acceptance of, and payment of fees for services required under the Agreement, shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the County or the and Court's

failure to perform. The County and Court shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the County or the and Court's negligent or incomplete performance of any of the services performed under the Agreement.

IV.

The parties further agree that:

A. The terms of this Agreement are dependent upon the Department's receipt of federal financial participation funds for administrative expenses related to the Title IV-D program in a sufficient amount to honor any commitment made under this Agreement. In the event sufficient funds are not received and are not otherwise available to the Department to make any of the payments which become due under this Agreement, then neither this Agreement nor the commitments contained herein shall impose an obligation on the State of Alabama, the Department, or the County; and in such event,, the Department shall immediately provide written notice to the County of the unavailability of funds to make such payment and commitments.

B. This Agreement shall be for a period of three years beginning October 1, 2015, and shall continue in full force and effect thereafter until September 30, 2018. The projected cost for the three year period is \$ 1,644,796.00 and the total Agreement price shall not exceed that amount. Said three year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget. The County and Court will submit a proposed annual budget in the same format as that of Attachment A at least forty-five (45) days prior to the beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual three budgets shall not exceed the total agreement price.

C. The Jefferson County Commission and the Jefferson County Family Court acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and the Jefferson County Commission and the Jefferson County Family Court shall not begin performing work under this Agreement until notified to so do by the Department. The Jefferson County Commission and the Jefferson County Family Court is entitled to no compensation for work performed prior to the effective date of the Agreement.

D. In addition to the termination provisions contained in paragraph A. of this section, either party may terminate this Agreement upon 30 days written notice.

E. Should federal or state laws or regulations change, or administrative change occur in a way that impairs the performance of this Agreement by either or both of the parties said Agreement shall be subject to termination and/or re-negotiation upon written notice by either party.

F. Any modification to this Agreement must be made by written amendment thereto, except that budget increases or decreases of up to 10 percent of the total budgeted amount included in Exhibit A attached hereto, may be made through letter of request from the County and with approval of the Department.

G. It is agreed that the terms and commitments contained herein shall not be Constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of this contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The County or the and Court's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

H. 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.

The parties further mutually agree that they will comply with:

A. Title IV-D of the Social Security Act, 42 U.S.C. Sections 651-669, which provides for the enforcement of support obligations and the establishment of paternity, and its implementing federal regulations, including the safeguarding requirements set out in 45 CFR Section 303.21, and any other applicable federal regulations and requirements.

B. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d), et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.

C. Title V, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794, which prohibits discrimination on the basis

of handicap in programs and activities receiving or benefiting from federal financial participation.

D. Title IX, Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. Section 1681, et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.

E. Title III, Section 302 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101, et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.

F. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, 95 Stat. 357, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.

G. 31 U.S.C., Section 1352 (1990 Supplement), which prohibits the use of federal funds related to lobbying. Furthermore, the County agrees to execute annually the certification regarding lobbying, a copy of which is attached hereto as Attachment D and which is incorporated and made part of this Agreement as if set out in full herein.

H. The Drug Free Work Place Act of 1988, P.L. 100-690, Title V, Subtitle D, which specifies requirements for handling employees with drug-related problems.

I. The County and the Court will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-91).

J. All regulations, guidelines, and standards lawfully adopted under the above statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

JEFFERSON COUNTY FAMILY COURT

Randall Jones

DEPARTMENT OF HUMAN RESOURCES, STATE OF ALABAMA

_____, Commissioner

APPROVED FOR CONTENT

_____, Director - Child support Enforcement Partnership

APPROVED FOR LEGAL FORM

_____, State Department of Human Resources - Legal Office

_____, Finance Director - State of Alabama

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

Oct-8-2015-984

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 Mulga Fire Department to assist with the cost to prepare, pour a concrete slab, move a metal building and hook up necessary utilities 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, Mulga Fire Department ("Mulga FD") applied for a grant of funds for \$2,500.00; and

WHEREAS, MULGA FD was created by the Alabama Legislature Act 79 of the Special Session of the Legislature of Alabama of 1966, as amended by Act No. 488/1967, Act. No. 702/1967, Act No. 841/1971, Act No. 717/1973 and Act. No. 678/1977. MULGA FD seeks assistance with the cost to relocate a metal building currently housed on property owned by Jefferson County. The Town of Mulga will prepare property it owns, pour a concrete slab on said property and move the metal building to the site and attach all necessary utilities; and

WHEREAS, MULGA FD meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to MULGA FD, 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 December 30, 2015.

2. The County shall pay to MULGA FD a lump sum payment of \$2,500.00 upon execution of this agreement.
3. MULGA FD shall use the public funds to prepare, pour a concrete slab, move a metal building and hook up necessary utilities.
4. MULGA FD shall deliver to the Jefferson County Finance Department with a copy of the Jefferson County Manager a detailed report
5. MULGA FD, 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 MULGA FD , for a period of not less than three (3) years from termination of the fiscal year set out above.
6. MULGA FD, 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. MULGA FD, 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 MULGA FD, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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

MULGA FIRE DEPARTMENT

WAYNE JONES, MAYOR

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

Oct-8-2015-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Regional Planning Commission of Greater Birmingham to provide an 80/20 match funding for the Advanced Planning Program and Logical Engineering (APPLE) International Park Drive to Camp Horner Road Corridor Study in the amount of \$60,000 (\$12,000 local match cost).

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the day of 2015, by and between the Regional Planning Commission of Greater Birmingham (RPCGB), a regional planning and development commission organized and existing under the laws of the State of Alabama, and the Jefferson County, an Alabama County Government ("Governmental Entity"), as follows:

WITNESSETH:

WHEREAS, Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for the project entitled a "Acton Road from International Park Drive to Camp Horner Road Corridor Study;" and

WHEREAS, Governmental Entity's project has been selected for funding, with a total project cost in the amount of \$60,000.00, to include local match, and

WHEREAS, Governmental Entity agrees to provide local match in the amount of \$12,000.00, and

WHEREAS, Governmental Entity agrees to work in good faith with RPCGB to complete the project in a timely and professional manner,

and

WHEREAS, RPCGB agrees to secure third party contractor(s), if necessary, to provide professional services on behalf of Governmental Entity in order that the project might be completed according to the conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, RPCGB and Governmental Entity agree as follows:

1. Engagement of RPCGB. Governmental Entity hereby agrees to engage RPCGB, and RPCGB may engage a third party contractor(s) on behalf of Governmental Entity in order that the services, described in the Scope of Work attached hereto as Exhibit A, shall be performed. RPCGB may, from time to time, request changes in the Scope of Services to be performed by third party contractor(s) on behalf of Governmental Entity. Such changes, including any increase or decrease in the amount of Governmental Entity's local match amount which are mutually agreed upon by RPCGB and Governmental Entity, shall be effectuated by written amendments to this Agreement, signed by both parties.

2. Compensation. In consideration for the planning and development services to be performed hereunder, the Governmental Entity agrees that the RPCGB total project cost is \$60,000.00 to include local match. The Governmental Entity agrees to provide local match equivalent to 20% of the total project cost or \$12,000.00. This amount shall constitute full and complete compensation for the services to be provided by the RPCGB directly or secured on Governmental Entity's behalf and includes all expenses arising from the performance of this Agreement.

3. Method of Payment. Payment shall be made to the RPCGB in a lump sum of \$12,000.00 and shall be due upon receipt of invoice.

If compensation is not paid when due, RPCGB shall not engage in the provision of planning and development services nor shall RPCGB employ third party contractor(s) on behalf of Governmental Entity until such time as payment is made. If after a period of sixty (60) days compensation is not paid, Governmental Entity shall forfeit all claims to their awarded amount for the APPLE grant.

4. Financial Records. RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by Governmental Entity in accordance with this Agreement. RPCGB shall allow Governmental Entity to examine, copy, and audit all such books, records, and procedures, upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

5. Maintenance of Records. RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement.

6. Political Activity. No portion of any funds to be paid by Governmental Entity to RPCGB for the services made the subject of this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

7. Qualified Personnel. RPCGB represents that RPCGB employs or will engage all personnel required to perform the services made subject to this Agreement. Such personnel shall not be employees of or have any contractual relationships with Governmental Entity, and all such personnel shall be reasonably qualified to perform the assigned services.

8. Cooperation. All information, data, reports, records, and maps as are available, existing, and necessary for performing the work made subject to this Agreement shall be assembled for Governmental Entity by RPCGB or its third party contractor(s).

However, Governmental Entity shall cooperate by allowing the RPCGB or third party contractor(s) to conduct its planning and development work without undue delay.

9. Title to Work. Upon completion of the work or each work element, as described in the Scope of Services and therefore as provided by this Agreement, all artwork, maps, stencils, negatives, plates, and other supporting materials prepared as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials.

10. Assignment. Neither party may assign this Agreement, or any right or obligation herein, without the prior written consent of the other party.

11. Equal Employment Opportunity. In carrying out the work made subject to this Agreement, the RPCGB and third party contractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age, or disability.

12. Termination. If the RPCGB or third party contractor(s) fails to perform any of its obligations under this Agreement in a timely and proper manner, or if RPCGB or third party contractor(s) violates any of the covenants, agreements, or stipulations of this Agreement, Governmental Entity may give written notice of such breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity, Governmental Entity may terminate this Agreement upon written notice thirty (30) days following RPCGB's receipt of such written notice. In the event of such termination, Governmental Entity shall be entitled to all compensation not earned and accrued to and including the effective date of termination.

13. Relationship of the Parties. The relationship of the parties pursuant to this Agreement shall be that of independent contractors, and nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture, partnership or employer-employee. Neither party shall have the right or power to commit, contract for, or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state, or local taxes or withholdings for

employees of RPCGB. Governmental Entity shall have no right to control or direct the details, manner, or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

14. Notices. Any notice to a party of this Agreement shall be given by certified or registered mail, return receipt requested, as follows:

To the RPCGB:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

To the Governmental Entity:

Jefferson County
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
Attention: Tracy Pate - County Engineer

or at such other address as either party may have advised the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date and year first above written.

Jefferson County

James A. Stephens, President - Jefferson County Commission

Regional Planning Commission of Greater Birmingham

Charles E. Ball, Executive Director

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 21,390' of buried cable on Cindy Lane off of Pocahontas Road in Bessemer.
2. Warrior River Water Authority to install 3,200' of 6" water main on Burney Camp Road.
3. Centurylink of AL, LLC, to install 1,605' of underground copper from Happy Hollow Road to new funeral home on Deerfoot Parkway in Trussville.

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

Oct-8-2015-986

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Oak Summit Lane, as shown in Oak Summit Second Sector Subdivision, as situated in the SE 1/4 of Section 33, Township 15S, Range 3W has been constructed to Jefferson, County standards, anti right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that agents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 220, Page 28 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 8th day of October, 2015.

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

Oct-8-2015-987

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. I to the Agreement for Professional Engineering Services for Phase I Design, Bidding and Construction Services for Trussville and Cahaba River WWTPs in the amount not to exceed Eighty Five Thousand Eight Hundred Thirty Three Dollars (\$85,833.00) between Jefferson County and CDM Smith (formerly known as Camp Dresser & McKee, Inc.). This amendment provides for additional engineering and construction management services at the Cahaba River WWTP, A1 Seier Pump Station and Trussville WWTP.

AMENDMENT NO. 1

TO THE AGREEMENT for PROFESSIONAL ENGINEERING SERVICES for Phase 1 Design, Bidding and Construction Services for Trussville and Cahaba River WWTPs

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter call "the OWNER" AND CDM Smith (formerly known as Camp Dresser & McKee, Inc.), hereinafter called "the CONSULTANT" to provide additional engineering services related to the Phase 1 Design, Bidding and Construction Services for Trussville and Cahaba River WWTPs project.

WITNESSETH:

WHEREAS, A significant expansion of the construction contact with Haren Construction Company, Inc. was required to respond to respond to emergency situations that happened to occur or were uncovered during construction; and

WHEREAS, it was necessary to extend the construction duration to accommodate addition of the construction work referenced above; and

WHEREAS, the CONSULTANT's level of effort for construction services increased in response to the events described above; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties, which was approved by W.D. Carrington, President, Jefferson County Commission on March 28, 2013, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I, SCOPE OF WORK

Amend Article I, Scope of Work, Section 1 as follows:

A comparison of the budgeted quantities versus actual level of efforts for various contractual parameters is provided in Table 1.

Table 1

Comparison of Budgeted Versus Actual Scope Quantities

<u>Contractual Parameter</u>	<u>Budgeted</u>	<u>Actual</u>	<u>Difference</u>
Construction Duration (Months)	13	21	8
Construction Progress Meetings in Person	7	18	11
Construction Progress Meetings by Phone	5	3	-2
Onsite Special Meetings	4	2	-2
Special Meetings by Conference Call	4	0	-4
Shop Drawing Submittals and Resubmittals	135	222	87
RFIs	40	82	42
Technical Discipline Visits	8	8	0
Substantial Completion Visit	1	1	0
Final Completion Inspection	1	1	0
Change Order Assistance	0	32	32
A1 Seier Pump Station Assistance (hours)	0	100	100
Functional and Performance Testing Prep Days	0	2	2
Functional Testing Days on Site	0	6	6
Performance Testing Days on Site	0	3	3

The incurred cost as of June 6, 2015 is approximately \$600,000, which is about \$20,000 below the original budget amount. Thus, the approach that was taken for estimating the required amendment amount was to estimate the costs required to complete the work from June 7, 2015 to the end of the construction project (which is assumed to be October 31, 2015) and then adding that to the amount expended as of

June 6, 2015. Some scope items in the original contract have not been started, so in those cases the original budgeted amount was assumed for the estimated cost to complete those tasks. In other cases an estimate of the cost for the remaining work was used.

The scope of the remaining work is provided in a task by task manner below. The original task numbering was used to allow direct comparison with the original contract.

General Services during Construction

The subtask descriptions below provide the status of the general services and the anticipated services that remain and must be completed.

Task G1, Project Management During Construction

This task was part of the original contract scope and remains unchanged, except to extend the period of performance. The cost to perform these services from June 7, 2015 to October 31, 2015 is included in this amendment as described below and shown on Table 1.

Task G1A – General Administration of the Construction Contract

This task was part of the original contract scope and remains unchanged, except to extend the period of performance. The original period of performance was 12 months, but it has been extended to 21 months. Costs for general administration services through June 6, 2015 are included in the incurred costs as discussed above. We have assumed that an additional five months general administration services will be required.

Task G1B – Coordination with the County RPR

This task was part of the original contract scope and remains unchanged, except to extend the period of performance by five months.

Task G1C – Final Documentation Filing and File Review

This task was part of the original contract scope and remains unchanged and includes final documentation, review of the files and completion of file maintenance, and turning over a set of documents to the County. Since this work has not been completed at this point, the cost originally assigned to it remains in this amendment.

Task G2, Project Meetings

This task was part of the original scope. The goals for each subtask remain the same, but the number of meetings was adjusted as indicated below. The estimated additional cost associated with this task is presented in Table 1.

Task G2A - Preconstruction Meeting

This task is complete and the associated cost is included in the expenditures as of June 6, 2015.

Task G2B - Monthly Construction Progress Meetings

Extension of the contract to October 2015 results in addition of 11 monthly construction progress meetings. However, as indicated in the introduction to the amendment request, the cost for this amendment is calculated based on the incurred cost as of June 6, 2015 plus the anticipated cost to be incurred through October 2015. Thus the cost of five additional progress meetings is included. We have assumed that three of the meetings will occur in Birmingham and the other two will occur by conference call. Other than the change in quantity of meetings, the scope remains consistent with the original contract scope.

Task G2C – Special Meetings

No additional special meetings are anticipated.

Task G3, Engineering Reviews, Clarifications and Interpretations

This task was part of the original contract scope. The goals originally established for each subtask remain unchanged, but the number of submittals has changed due to changes in the contract duration and other factors. The cost to perform these services from June 7, 2015 to October 31, 2015 is included in this amendment as described below and shown on Table 1.

We assume that the following additional submittal, clarification, and interpretation reviews will be necessary:

- Ten additional shop drawing or O&M manual submittals (Note the originally scoped number of submittals was 135 and the actual number of submittals is now at 222.),
- Five pay requests,
- Five schedules,
- Zero requests for information, and
- The previously scoped final submittal review.

In addition to the reviews identified above, administrative management of the additional process and files will occur.

Task G4, Technical Discipline Site Visits

The following subtasks describe the status of the site visit work and the anticipated site visit work that must still be completed.

Task G4A - Process Mechanical and Civil Engineer Visits

CDM Smith's Project Manager will continue to perform periodic observation of process mechanical and civil components of the work during trips to the site for construction progress meetings.

Task G4B - Other Technical Discipline Engineer Visits

Other technical discipline site visits have been completed.

Task G4C - Substantial Completion

This task was part of the original contract scope and remains unchanged. Since this work has not been completed at this point, the cost originally assigned to it remains in this amendment.

Task G4D - Final Completion

This task was part of the original contract scope and remains unchanged. Since this work has not been completed at this point, the cost originally assigned to it remains in this amendment.

Task G5, Witnessing of Factory Testing

This task is complete and no additional witnessing of factory testing is anticipated.

Task R1, Resident Services

As indicated in the original contract, resident services are not in the scope of this contract.

Special Services During Construction

Special services are services that are not part of the normal services provided under General and Resident Services. Limited special services tasks were included in the original scope, but some services have been and will be performed as explained below.

Task S1, Field Directive and Claim Review and Negotiation Assistance

This task was not included in the original scope of work. However, CDM Smith has assisted Jefferson County in the preparation and negotiation of 31 field directives. The cost for the 31 field directives is included in the costs incurred as of June 6, 2015. We anticipate that one additional field directive must be prepared. The cost for assistance with this one additional field directive is included in this proposal.

Task S2, Functional Testing and Start-Up Services

This task was not included in the original scope of work. However, CDM Smith has assisted Jefferson County in the performance of various functional testing and the performance testing of the UV system. The cost for this work is included in the costs incurred prior to June 7, 2015. No additional functional testing, performance testing, or start up services is anticipated.

Task S3, Preparation of Record Drawings

This task was part of the original contract scope and remains unchanged.

II. AMENDMENT TO ARTICLE II, TIME OF BEGINNING AND

The work under this amendment is to be completed by October 31, 2015 with the exception of the preparation of record drawings. We anticipate that the preparation of record drawings will be completed by November 30, 2015.

III. AMENDMENT TO ARTICLE III, PAYMENT

The estimated cost for the remaining work required to complete the project is \$105,247. The amount incurred through June 6, 2015 is \$600,600. Since the original contract amount is \$620,014, the projected cost at completion will be \$85,833 over the current budget amount.

For the Basic Services performed by the CONSULTANT under Section 1 of this Amendment, compensation from the OWNER shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges provided in Attachment B of the original agreement. This amendment shall increase the maximum engineering cost Eighty Five Thousand Eight Hundred and Thirty Three Dollars (\$85,833). The amended total contract amount shall be Seven Hundred and Five Thousand Eight Hundred and Forty Seven Dollars (\$705,847).

IV. AMENDMENT TO ARTICLE IV, MISCELLANEOUS PROVISIONS

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 VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, CDM Smith, Inc. on the ____ day of _____ 2015, and the OWNER on the ____ day of _____ 2015.

CDM Smith, Inc.

Wayne Miles, PE - Senior Vice President

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

APPROVED BY:

Jimmie Stephens, President - Jefferson County Commission

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

Oct-8-2015-988

RESOLUTION TO PARTICIPATE IN COUNTY TAX SETOFF PROGRAM

WHEREAS, Act 2014-321 authorizes counties to participate in the County Income Tax Refund Setoff Program established and operated pursuant to Ala, Code § 40-18-100 et seq., to collect through setoff of a debtor's Alabama income tax refund, any liquidated sum of at least \$25.00 due and owing to the county through contract, subrogation, tort, or operation of law regardless of whether there is an outstanding judgment for that sum; and

WHEREAS, pursuant to Ala. Code § 40-18-103, the Association of County Commissions of Alabama (the "Association") or an entity established through the Association may submit eligible debts to the Alabama Department of Revenue (the "Department") on behalf of a county provided the county provides the Association with required information related to the debtor and the debts due; and

WHEREAS, the Association has developed a County Tax Income Refund Setoff Program which complies with the requirements of Ala. Code § 40-18-100 et seq., whereby the Association will submit county debts to the Department on behalf of counties that have executed a participation agreement with the Association, which agreement sets out the procedures for debt submission and receipt of funds collected as a result of state income tax refund set off by the Department; and

WHEREAS, the inability to collect outstanding debts due to the County via fees, charges, and taxes assessed by the County's various departments increases the financial burdens the County Commission faces in its efforts to continuously provide efficient and quality services to the citizens it represents; and

WHEREAS, the Jefferson County Commission believes that participation in this program will be an effective method to collect delinquent debts due to the County from the nonpayment of the fees, charges, and taxes assessed by the County's various departments; and

WHEREAS, the Jefferson County Commission is willing to comply with all requirements for participation in this program including the execution of a participation agreement with the Association and the adoption of procedures to allow any debtor to contest a setoff through the statutory procedures set out in Ala. Code § 40-18-103 and § 40-18-104.

WHEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it does hereby adopt the County Income Tax Refund Setoff Program for the collection of delinquent fees, charges, and taxes assessed by the County's various departments, whereby it will utilize the County Income Tax Refund Setoff Program for the collection of delinquent debts due to the County from the nonpayment of fees, charges, and taxes assessed by the County's various departments.

BE IT FURTHER RESOLVED that the Jefferson County Commission will comply with the requirements of the law related to participation in County Income Tax Refund Setoff Program, will execute a participation agreement with the Association to allow for debt submissions to the Department and receipt of funds received as a result of state income tax refund set off by the Department for delinquent debts due the county, and will develop procedures to allow any debtor to contest a setoff through the statutory procedures set out in Ala. Code § 40-18-103 and § 40-18-104.

BE IT FURTHER RESOLVED that a public notice announcing the County Income Tax Refund Setoff Program will be distributed to media outlets in the county, will be posted on the bulletin boards at the Jefferson County Courthouses in Birmingham and Bessemer, and will be posted on the home page of the county website.

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name and on its behalf by its President on this the 8th day of October, 2015.

James A. Stephens, President, Jefferson County Commission

County Debt Setoff Program Participation Agreement

between the Association of County Commissions of Alabama and Jefferson County

Pursuant to Alabama Code § 40-18-100 et seq., a county or eligible county entity in Alabama is authorized to participate in Alabama's income tax refund setoff program, provided any eligible debt due is submitted to the Alabama Department of Revenue (hereinafter "THE DEPARTMENT") through the Association of County Commissions of Alabama (hereinafter "THE ASSOCIATION"). THE ASSOCIATION will administer the County Income Tax Refund Setoff Program (hereinafter "THE PROGRAM") on behalf of Alabama counties and eligible corporations and instrumentalities of the county. Under this program, THE ASSOCIATION will submit debts to THE DEPARTMENT on behalf of participating counties, corporations, and instrumentalities pursuant to the requirements of the law and procedures set out by THE DEPARTMENT. The Jefferson County Commission (hereinafter "THE COUNTY") has adopted a resolution to participate in County Income Tax Refund Setoff Program, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Based upon the foregoing, THE ASSOCIATION and THE COUNTY do hereby enter into this agreement for processing income tax refund setoff requests for eligible debts due THE COUNTY under the following terms and conditions

1. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to process delinquent debts to THE DEPARTMENT pursuant to procedures established by THE ASSOCIATION and agrees to comply with all applicable provisions of Ala. Code § 40-18-100 et seq., and the procedures established by THE ASSOCIATION for the submission of all eligible debts and the administration of THE PROGRAM at the county level.
2. Both parties understand and agree that for purposes of THE PROGRAM, an eligible debt is defined as any liquidated sum due and owing THE COUNTY which has accrued through contract, subrogation, tort, or operation of law regardless of whether there is an outstanding judgment for that sum, provided the amount due is at least \$25 and is at least 60 days delinquent on the date submitted to THE ASSOCIATION.
3. THE COUNTY understands and agrees that THE ASSOCIATION will only accept debts submitted as specified by THE ASSOCIATION and agrees not to submit for setoff any debt that is for less than \$25 or that is not at least 60 days delinquent as of the date submitted to THE ASSOCIATION. THE COUNTY further understands and agrees that THE ASSOCIATION will not research or review the validity of any debt submitted by THE COUNTY prior to submitting the debt to THE DEPARTMENT and that THE COUNTY is responsible for ensuring that it only submits debts for state income tax refund setoff which meet the statutory and program-related requirements set out herein.
4. THE COUNTY agrees to designate a Tax Refund Setoff Coordinator who shall be responsible for submission of all debts and for the administration of THE PROGRAM at the county level under the requirements of the law and the procedures established by THE ASSOCIATION. The Tax Refund Setoff Coordinator shall be the designated county representative authorized to receive notices and communication from THE ASSOCIATION to ensure that the requirements of this agreement and the requirements of the statute are met. The Tax Refund Setoff Coordinator shall supply THE ASSOCIATION with any and all information that in the opinion of THE ASSOCIATION is necessary for the proper implementation of this agreement.
5. THE ASSOCIATION agrees to provide THE COUNTY with all information and tools necessary for proper debt submission including, at a minimum: (1) written procedures detailing the debt submission process; (2) a list of required information related to the debtor, such as name, address, Social Security number, and basis of the debt; and (3) any software or file format data necessary for proper submission of eligible debts by THE COUNTY. THE ASSOCIATION further agrees to update procedures and tools as necessary and, when changes are made, provide adequate notice to THE COUNTY to implement required changes. THE ASSOCIATION agrees to provide THE COUNTY with ongoing technical and program support as necessary to assist THE COUNTY in submitting proper debt information in the proper format.
6. THE COUNTY agrees that it may only utilize the information and tools provided by THE ASSOCIATION pursuant to paragraph 5 of this agreement for all debt submissions and other program requirements. THE COUNTY agrees to utilize the format specified by THE ASSOCIATION to prepare all debt files and adjustments to debt files that THE COUNTY certifies are owed to THE COUNTY and that THE COUNTY desires to have THE ASSOCIATION submit to THE DEPARTMENT for setoff.
7. THE ASSOCIATION agrees to make debt submissions to THE DEPARTMENT on a quarterly basis, beginning January 5, 2016, and further agrees that the quarterly submissions shall include all submissions received from any participants in THE PROGRAM which have been received by the deadline set by THE ASSOCIATION for inclusion in that quarterly submission. THE COUNTY understands and agrees that THE ASSOCIATION shall only make debt submissions to THE DEPARTMENT on a quarterly basis, beginning January 5, 2016, that in order to have county debts included in the first quarterly submission to THE DEPARTMENT, THE COUNTY shall submit all required information regarding any eligible debts to THE ASSOCIATION no later than December 1, 2015 and that thereafter, the quarterly submissions shall only include debt submissions received from THE COUNTY prior to the debt submission deadline set by THE ASSOCIATION.
8. THE COUNTY understands and agrees that it shall update its debt submissions on a regular basis, which updates shall include information related to payments received by THE COUNTY for previously-submitted debts and any new or additional debts to be submitted to THE DEPARTMENT by THE ASSOCIATION as provided in paragraph 7.
9. Both parties understand and agree that THE DEPARTMENT will regularly provide THE ASSOCIATION with a list of debts that have been set off based upon debt submissions received from THE ASSOCIATION. THE ASSOCIATION agrees that, once it receives notice from THE DEPARTMENT that a debtor's refund has been set off in payment of a debt due THE COUNTY, it will, on behalf of THE COUNTY, mail notice of the setoff to the debtor and to any person who has filed a joint tax return with the debtor (hereinafter "joint filer"), and that the notice shall include all information required to be included pursuant to Ala. Code § 40-18-103(d). THE ASSOCIATION further agrees that a copy of the notice will be provided to THE COUNTY at the time it is mailed. Both parties agree that THE ASSOCIATION will only be responsible for mailing the notice and that any further matters related to a debt setoff, including conducting review hearings authorized under Ala. Code § 40-18-104 and payment of any refund of monies due to a debtor or a joint filer, shall be handled at the county level.
10. THE COUNTY agrees that, in compliance with Ala. Code §§ 40-18-103 and 40-18-104, it shall be responsible for providing a debtor

or joint filer an opportunity for review upon receipt of a properly-filed contest. THE COUNTY agrees to comply with all requirements of the law related to allowing for a review, and in order to comply with these provisions of the law, shall adopt and implement The County Tax Refund Setoff Program Review Hearing Procedures developed by THE ASSOCIATION, which procedures include each of the following requirements: setting a review hearing and notifying the debtor of the date of such hearing; conducting the review; notifying the person filing a contest of the final determination regarding set off of the debt; and providing notice of the right to appeal to Circuit Court.

11. Both parties understand that THE DEPARTMENT shall transfer to THE ASSOCIATION any funds collected as setoff of a state income tax refund pursuant to debt submissions received from THE ASSOCIATION on behalf of participants in the Debt Setoff Program. Both parties further understand and agree that THE DEPARTMENT shall regularly distribute reports to THE ASSOCIATION detailing which refunds were setoff as a result of debt submissions received from THE ASSOCIATION. Both parties agree that THE ASSOCIATION shall distribute setoff funds received from THE DEPARTMENT on a quarterly basis beginning April 4, 2016, and that distribution will be made to participants in the program in the same order that funds are received from THE DEPARTMENT based upon the reports received from THE DEPARTMENT.

12. THE ASSOCIATION agrees to distribute all participants in the program a monthly summary of state income tax refunds that are being set off by THE DEPARTMENT based upon debt submissions received by THE ASSOCIATION.

13. THE COUNTY understands and agrees that, pursuant to Ala. Code § 40-18-103(a), THE ASSOCIATION shall retain \$25 from each refund that is set off on behalf of THE COUNTY. Both parties understand and agree that this fee shall not reduce the amount of the debt due to be paid to THE COUNTY but shall instead be an additional fee and first charge on any refund monies set off from the debtor. Both parties also understand and agree that this fee shall be retained by THE ASSOCIATION regardless of whether any monies set off from a debtor's income tax refund are returned to the debtor or a joint filer by THE COUNTY pursuant to paragraph 14.

14. THE COUNTY agrees that, in compliance with Ala. Code § 40-18-103(f), it will establish an escrow account and will hold all setoff funds received in the escrow account until a final determination of the validity of the debt is made, which means the funds will be held until either: (1) thirty (30) days after date of notice of setoff if no contest is filed within that time frame or (2) there is a final determination that the debt is due following a review hearing in the event a contest of the setoff is filed. THE COUNTY further agrees that, in the event a debtor or joint filer is entitled to a return of all or any portion of monies held from his or her state income tax refund on behalf of THE COUNTY, THE COUNTY shall be responsible for returning said monies to the debtor or joint filer, and that, where applicable, this shall include the \$25 fee retained by THE ASSOCIATION as provided in paragraph 13.

15. THE COUNTY understands and warrants that by submission of any delinquent debt submitted to THE ASSOCIATION for setoff, THE COUNTY has complied with all of the provisions of the Ala. Code § 40-18 100 et. seq., the procedures adopted by THE ASSOCIATION, and the terms of this agreement. By signing this agreement, THE COUNTY agrees to hold THE ASSOCIATION free and harmless against any and all damages, claims, actions, injuries, liability, or proceedings arising from the failure of THE COUNTY to so perform. THE COUNTY shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor or joint filer in the event a court of competent jurisdiction rules that said repayment is due to a debtor or joint filer.

16. Both parties understand and agree that all information exchanged with each other and/or THE DEPARTMENT pursuant to this agreement and any procedures established for the implementation, operation, or administration of THE PROGRAM, including but not limited to printed, written, oral or computer formatted information, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this agreement. Both parties shall maintain confidentiality of such information not only during the course of the performance of this agreement, but following its termination.

17. Both parties agree that this participation agreement shall remain and continue in full force and effect until or unless modified or terminated in writing by either party upon 90 days written notice to the other party. Upon termination of this agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Following termination of the agreement, THE ASSOCIATION shall erase all data files related to THE COUNTY from its debt setoff system upon termination.

18. 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.

19. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

Executed on this the 8th day of October, 2015.

James A. Stephens, President
Jefferson County Commission

Sonny Brasfield, Executive Director
Association of County Commissions of Alabama

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

Oct-8-2015-989

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

Z-2015-016 Beers Properties, LLC, owners; Donald Melton, agent requests a change of zoning on Parcel ID# 22-18-2-006-006.000 in Section 18 Twp 17 South Range 3 West from C-P (Preferred Commercial) and C-1 (Commercial) to INSTITUTIONAL-2 for a fire station. (Case Only: 1485 Forestdale Boulevard, Birmingham, AL 35214)(FORESTDALE)(1.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. All access shall be limited to Forestwood Drive and be approved by the Department of Roads and Transportation; and 2. Any driveway shall be designed so that fire trucks will not back on to or off of Forestwood Drive but a turnaround shall be provided on-site.

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

Oct-8-2015-990

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Forestdale Snack Shack, Inc., applicant; located at 1544 Cherry Avenue, Forestdale, AL 35214; Aissatou Sow, President/Store Manager; for an off-premise only (050) Retail Beer and a (070) Retail Table Wine license, 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, Bowman, Carrington and Stephens.

Oct-8-2015-991

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Andra Sparks to serve on the Rex Lake Fire District Board of Trustees, for the remaining unexpired term of Victor Kellum, beginning upon approval and ending October 31, 2016, 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, Bowman, Carrington and Stephens.

Oct-8-2015-992

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Ann Wilhelm to serve on the Rex Lake Fire District Board of Trustees, for the remaining unexpired term of Leland Ashworth, beginning upon approval and ending October 31, 2017, 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, Bowman, Carrington and Stephens.

Oct-8-2015-993

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Dr. Chris White to serve on the Rex Lake Fire District Board of Trustees for a term beginning upon approval and ending October 31, 2020, 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, Bowman, Carrington and Stephens.

Oct-8-2015-994

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

FOR WEEK OF 9/15/15 - 9/21/15

1. ENVIRONMENTAL SERVICES – CAHABA WWTP FROM GENERAL MACHINERY, BIRMINGHAM, AL, TO AWARD BID FOR BLOWER REPAIR KIT FOR CYCLOWOWER TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 9/01/15 – 8/31/16. REFERENCE BID # 125-15
2. ENVIRONMENTAL SERVICES – CAHABA WWTP FROM PRECISION CHEMICAL GROUT LLC, MARENGO, AL, TO AWARD BID FOR OLD CONTACT CHAMBER CAHABA RIVER WWTP FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 130-15
3. CORONER / MEDICAL EXAMINER FROM SALAM INTERNATIONAL, LAGUNA NIGUEL, CA, TO AWARD BID FOR CADAVER TRANSPORT BAGS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/08/15 – 9/30/16. REFERENCE BID # 134-15
4. JEFFERSON COUNTY DEPARTMENTS FORM CENTRAL PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR WAREWASHING / INSTITUTIONAL CLEANING SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENTS FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 130-13
5. ENVIRONMENTAL SERVICES – WWTP FROM AQUA-AEROBIC SYSTEM INCORPORATED, LOVES PARK, IL, CONTRACT RENEWAL FOR ECOJET AERATOR FOR THE PERIOD OF 10/01/15 – 9/30/16. REFERENCE BID # 157-13

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

Oct-8-2015-995

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/15/15 - 9/21/15, 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, Bowman, Carrington and Stephens.

STAFF DEVELOPMENT

Multiple Staff Development

Revenue

Tanjawania Hurst	\$250.00
Eddie Woodis	\$250.00
Sales and Use Tax	
Hoover, AL – November 4-6, 2015	

Individual Staff Development

County Attorney Shawna Smith Economic Development Course Auburn, AL – September 14-17, 2015	\$355.93
Information Technology Keith Gullede Implementing Advanced Cisco ASA Security Columbia, MD – November 8-13, 2015	\$2,264.45
Revenue Wesley Scott Moore Tax Audit Framingham, MA – October 10-17, 2015	\$3,101.49

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

BUDGET TRANSACTIONS

1. Sheriff’s Office \$1,355,935

Add 25 Sheriff Deputies, 1 Administrative Clerk, 1 Sheriff Deputy Chief and 2 Pretrial Release Officers.

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

Oct-8-2015-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and Southern Light Fiber authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by GM Johnson & Associates, Ltd., the LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall commence on the date hereof and continue for three years. This LICENSE can be terminated by a thirty (30)day written notice for any reason. Upon termination of this LICENSE for any reason whatsoever, the LICENSEE will remove all data provided by Jefferson County from their respective computer systems. This includes both requested Geospatial Data as well as Derivative Data. All backup tapes or other backup media will be destroyed. The data removed or the media will be turned over to Jefferson County. The LICENSEE shall not be entitled to any refund of fees. The LICENSEE shall be liable to Jefferson County for all damages resulting to or incurred by Jefferson County from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

SOUTHERN LIGHT FIBER

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, Bowman, Carrington and Stephens.

Oct-8-2015-997

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Dynamic Systems, Inc. to provide maintenance for the Sun Production Server software and hardware for FY2015-2016 in the amount of \$44,177.13.

CON-00007666

SUN PRODUCTION SERVER HARDWARE & SOFTWARE MAINTENANCE

THIS AGREEMENT entered into this 1st day of October, 2015, by and between Jefferson County Alabama hereinafter called "the County", and Dynamic Systems, Inc., hereinafter called the contractor", located at 124 Maryland Street El Segundo CA 90245. The effective date of this agreement shall be October 1, 2015.

WHEREAS, the County desires to contract for Sun Production Server Hardware and Software Maintenance Support Services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contract will provide to the County, Sun Production Server Hardware and Software and Maintenance Support described in Jefferson County Commission ITB 121-15 and the contractor's response to ITB 1.21-15 those two documents and this contract document constitutes the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. Contract start date is October 1, 2015, contract expires on September 31, 2016, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated in a sum not to exceed \$44,177.13 (Attached hereto as Exhibit A).
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the 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.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

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

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

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

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

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

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

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

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

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

Jefferson County Commission
James D. Stephens, President

Dynamic Systems, Inc.
_____ Authorized Representative

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the following item be added as New Business.
Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens

Oct-8-2015-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and is hereby empowered to execute this contract between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), and Jefferson County Council on Aging (JCCOA) to provide the delivery of meals to homebound residents in Jefferson County for the period October 1, 2014 through September 30, 2015 in the amount of \$121,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through Office of Senior Services, hereinafter called "the County", and Jefferson County Council on Aging, hereinafter called "the Contractor" for grant allocation PY 2015. The effective date of this agreement shall be October 1, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on April 23, 2015, in Minute Book 168, Page(s) 64, is hereby amended as follows:

The purpose of Modification 1 is to extend the contract from October 1, 2015 to September 30, 2016 in the amount of \$121,000.00. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

JEFFERSON COUNTY COUNCIL ON AGING

W. Thomas Blake, Jr.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, October 22, 2015.

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 168