

STATE OF ALABAMA)
JEFFERSON COUNTY) November 17, 2016

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

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

Commissioner George Bowman was absent due to county business at the NACo conference.

Invocation was led by Rev. Allen Davis, East Gardendale Baptist Church and the Pledge of Allegiance led by Othell Phillips, Chief of Staff – Commission District 5.

Motion was made by Commissioner Knight and seconded by Commissioner Carrington, that the Minutes of November 2, 2016, be accepted as read and approved. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, November 15, 2016, and approved the following items to be placed on the November 17, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-5, pulling item #4.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1- 16, adding one (1) additional item for the Sheriff’s Office.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had items 1 – 7, pulling item #4 (Zoning Case-Public Hearing not required).
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1- 18, adding one (1) additional item to Staff Development and pulling item #18.

Presentation for ACCA Legislative Recognition of Representative Rod Scott by Commission President, Jimmie Stephens.

A Public Hearing was held to receive comments on the liquor application submitted by J & J Grocery & Deli, LLC applicant; Mary Allison Coker, owner, d/b/a J & J Grocery & Deli. There being no comments, the Commission took the following action.

NOV-17-2016-941

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by J & J Grocery & Deli, LLC applicant; Mary Allison Coker, owner, d/b/a J & J Grocery & Deli, requests a of zoning from C-1 (Commercial) to C-1(A) for approval of an (040) retail beer (on or off premise) and an (060) retail wine (on or off premise) license to allow a family restaurant offering the sale of beer and wine for on-premises consumption as an accessory to an existing restaurant, in addition to the currently allowed sale of beer and wine in conjunction with an existing convenience store in the same facility. Parcel ID# 42-05-2-001-007.001 in Sec 5, Township 205, Range 4W. Zoned C-1 (A) (Commercial). (Site location: 8169 Dickey Springs Road, Bessemer, 35022) (McCalla), is hereby approved.

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight, that the entire agenda, resolutions 1 through 33 be adopted as presented. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-17-2016-942

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and National Veterans Day in the amount of \$5,000.00, as follows:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, the National Veterans Day Foundation, applied for a grant of funds for \$5,000.00; and
WHEREAS, the National Veterans Day Foundation is a 501(c)(3) organization which seeks funding for its annual Veterans Day Parade to be held in Birmingham, Alabama; and
WHEREAS, the National Veterans Day Foundation meets the eligibility requirements of the Program; and
WHEREAS, Commissioner George Bowman has recommended funding of \$5,000.00 to the National Veterans Day Foundation, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on November 30, 2017.
2. The County shall pay to the National Veterans Day Foundation a lump sum payment of \$5,000.00 upon execution of this agreement.
3. The National Veterans Day Foundation shall use the public funds to assist in funding for its annual Veterans Day Parade to be held in Birmingham, Alabama.

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

4. The National Veterans Day Foundation shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Bowman a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 31, 2017, whichever shall occur first.

5. The National Veterans Day Foundation shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the National Veterans Day Foundation for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The National Veterans Day Foundation representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The National Veterans Day Foundation representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the National Veterans Day Foundation nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of 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 the National Veterans Day Foundation 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.

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

NOV-17-2016-943

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission has previously approved the purchase of that certain real property owned by Brooks E. Baker, III and Virginia L. Baker, and located at 600 U.S. Highway 31, Warrior, Alabama 35180 ("Property") on July 28, 2016 as recorded in Minute Book 170, Pages 112-115; and

BE IT FURTHER RESOLVED by the Commission that, following the acquisition of the Property by Jefferson County, that the Commission is authorized to execute any and all documentation relating to the transfer and conveyance of the Property to the City of Warrior, Alabama for purposes of the construction of a public storm shelter; and

NOW, THEREFORE, BE IT RESOLVED, that the President of the Jefferson County Commission is hereby authorized to execute all documents relative to the transfer and conveyance of the Property to the City of Warrior.

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

NOV-17-2016-944

WHEREAS, Program Participant #267196 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Kareem D. Campbell to make rental payments on behalf of Program Participant #267196 for an amount not to exceed \$4,200.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Kareem D. Campbell for an amount not to exceed

Four thousand Two Hundred and no/100 Dollars (\$4,200.00). This agreement is from Program Year 2015 federal funds.

JEFFERSON COUNTY EMERGENCY SOLUTIONS GRANT (ESG) RENTAL ASSISTANCE AGREEMENT Agreement between Jefferson County, AL (County) and Kareem D. Campbell (Landlord) for tenant based rental for the following program participant:

Program Participant: 267196

Property Address: 116 58th Street Fairfield, AL 35064

Landlord: Kareem D. Campbell

Address: 417 Oak Ridge Dr. Pleasant Grove, AL 35127

Conditions and Terms of this Rental Assistance Agreement (Agreement):

1. This Agreement begins November 1, 2016 and ends December 31, 2016. The agreement terminates and no further assistance under this agreement will be made if (1) the program participant moves out of the housing unit for which the program participant has a lease, (2) the lease terminates and is not renewed; or (3) the program participant becomes ineligible to receive rental assistance. The County will provide written notice to the Landlord of its discontinuance of rental assistance.

2. Monthly rent is \$650.00. Payment is due on the –1st of the month every month. Payments received after the 5th day of the month will be assessed a late fee of \$50.00. Please note that late payment fees on current rent cannot be paid with Jefferson County's ESG funds.

3. The County may also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees, due to the Landlord. Rent is payable upon receipt pending approval from Jefferson County Office of Human-Community Services and Economic Development.

4. During the term of the Agreement, the landlord must provide the County a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. 24 CFR 576.106(e).

5. Termination for Convenience - Upon seven days written notice to the Landlord, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, Landlord shall be paid (without duplication of any items):
Landlord shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

Please note that this rental assistance agreement does not take the place of the original lease between the program participant and the landlord.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Landlord

Kareem D. Campbell

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

NOV-17-2016-945

WHEREAS, Program Participant #70900 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with LaToyia Gossom to make rental payments on behalf of Program Participant #70900 for an amount not to exceed \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and LaToyia Gossom for an amount not to exceed Five thousand and no/100 Dollars (\$5,000.00). This agreement is from Program Year 2015 federal funds.

JEFFERSON COUNTY EMERGENCY SOLUTIONS GRANT (ESG) RENTAL ASSISTANCE AGREEMENT

Agreement between Jefferson County, AL (County) and LaToyia Gossom (Landlord) for tenant based rental for the following program participant:

Program Participant: 70900

Property Address: 6632 Seminole Circle Birmingham, AL 35064

Landlord: LaToyia Gossom

Address: 4148 Smithfield Forest Drive Birmingham, AL 35127

Conditions and Terms of this Rental Assistance Agreement (Agreement):

1. This Agreement begins September 1, 2016 and ends November 30, 2016. The agreement terminates and no further assistance under this agreement will be made if (1) the program participant moves out of the housing unit for which the program participant has a lease, (2) the lease terminates and is not renewed; or (3) the program participant becomes ineligible to receive rental assistance. The County will provide written notice to the Landlord of its discontinuance of rental assistance.
2. Monthly rent is \$600.00. Payment is due on the 5th of the month every month. Payments received after the 15th day of the month will be assessed a late fee of \$50.00 per week after that date until paid in full. Please note that late payment fees on current rent cannot be paid with Jefferson County's ESG funds.
3. The County may also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees, due to the Landlord. Rent is

payable upon receipt pending approval from Jefferson County Office of Human-Community Services and Economic Development.

4. During the term of the Agreement, the landlord must provide the County a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. 24 CFR 576.106(e).

5. Termination for Convenience - Upon seven days written notice to the Landlord, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, Landlord shall be paid (without duplication of any item s):
Landlord shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

Please note that this rental assistance agreement does not take the place of the original lease between the program participant and the landlord.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

Landlord
Latoyia Gossom

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

NOV-17-2016-946

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and UAB Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine in the amount of \$97,342.08, as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

CLARITY NO. 8938

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division of GPAM), hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for medical services for the Jefferson County Youth Detention Center; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:**

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

2. **SCOPE OF SERVICES:**

The Contractor shall provide physician services by qualified physicians and nurses to the Jefferson County Youth Detention Center for the residents thereof. Said services shall be provided at the Center on Monday, Wednesday and Friday mornings, except holidays as follows:

- Complete a screening, health related history, and physical examination within 72 hours of admission, and to provide sick call treatment whenever necessary.
- Prescribe appropriate immediate treatment, or referral upon discharge for identified problems.
- Initiate referral to mental health or other medical care services when such a referral is indicated.
- Treatment of sexually transmitted diseases (STD) and pregnancy tests.
- Follow up care of residents who were treated at emergency rooms or hospital when possible.
- Provide access to physician on-call (via telephone) 24 hours daily including weekends and holidays.
- Complete and update medical records and follow up and document all referral services.
- Conduct health education classes and group sessions for residents.
- Provide in-service continuing education of employees and training of new employees.
- Provide updated licenses and professional liability insurance of medical staff Jefferson County shall:

- Furnish such clinical space and equipment as may be mutually agreed upon
 - Provide such medical supplies and medication as recommended by the Contractor
- Both parties acknowledge that there is no obligation whatsoever to provide emergency room or hospital care or physicians services at or in any emergency room or hospital.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render medical services at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2017 with renewal at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. **COMPENSATION:**

The Contractor shall be compensated for services rendered at a total cost of \$97,342.08 paid in equal monthly installments of \$8,111.84 upon submission of an approved invoice.

5. **ASSIGNMENT:**

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

6. **GOVERNING LAW/DISPUTE RESOLUTION:**

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by

the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

7. STATEMENT OF CONFIDENTIALITY:

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

8. INDEPENDENT CONTRACTOR:

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

9. NON-DISCRIMINATION POLICY:

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

(Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

10. MISCELLANEOUS REQUIREMENTS:

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

11. TERMINATION OF CONTRACT:

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

12. LIABILITY:

A. 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.

B. The Contractor will indemnify and save 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 COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract.

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

Client: Jefferson County Youth Detention Center

140 2nd Ct. No.
Birmingham, AL 35204

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington Jr. Blvd Suite 820
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Department
716 N Richard Arrington Jr. Blvd Suite 830
Birmingham, AL 35203

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 \$100,000 per occurrence.

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

17. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any

member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

18 Statement of Compliance with Alabama Code Section 31- 13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. Act 2016-312: Contractor certifies that it is not currently engaged in, for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

JEFFERSON COUNTY, ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor /Vendor Name: University of Alabama Health Services Foundation

Address: 1600 7th Avenue South, ACC 606, Birmingham, AL 35233

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age , disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 , 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

University of Alabama Health
Services Foundation

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

NOV-17-2016-947

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

- Bright House Networks to install 10,368' of fiber cable on Morgan Road South of I-459 to Doss Road to Rice Creek Lane
- Bright House Networks to install 8,277' of fiber cable along Powder Plant Road and Flint Hill Road
- AT&T Corporation to install 439' of buried cable along (3300) Cahaba Road in Homewood

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

NOV-17-2016-948

WHEREAS, the Jefferson County Commission passed a resolution to purchase 2700 Acton Road for a road improvement project for their traveling public on October 20, 2016 as recorded in Minute Book 170 Page 320; and

WHEREAS, the Jefferson County Commission wishes to amend said Resolution for clarification;

NOW THEREFORE BE IT RESOLVED, that the original resolution is hereby amended to authorize payment of \$1,279 in closing costs for the property in addition to the purchase price of \$204,000 via a check made payable to Sparks Law Firm who handled the real estate closing for the seller, Gloria Virginia Smith.

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

NOV-17-2016-949

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Valley Basin Large Diameter Condition Assessment AMP01 2016 such certified bids having been opened on Thursday, August 25, 2016 and listed as follows:

Contractor	Amount Bid
1. Underground Eyes, Inc.	\$1,599,950.00
2. Video Industrial Services, Inc.	\$1,788,500.00
3. Gulf Coast Underground, LLC	\$2,326,600.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Valley Basin Large Diameter Condition Assessment AMP01 2016 be awarded to Underground Eyes, Inc., in the amount of \$1,599,950.00.

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

BID PROPOSAL FORM
 AMP01-2016
 VALLEY BASIN LARGE DIAMETER CONDITION ASSESSMENT

All Bid Items shall include costs for furnishing to Owner all materials, equipment, and supplies and for all costs incurred in completing the Work, including installation of all materials, equipment, and supplies furnished, complete in-place and ready for continuous service, and all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead, and profit.

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 5% OF BIDDING GRAND TOTAL OF BID)	LS	1	\$79,850.	\$ 79,850.00
2	SANITARY SEWER CCTV ASSESSMENT (24-INCH THROUGH 30-INCH DIAMETER PIPES)	LF	76,000	\$1.95	\$148,200.00
3	SANITARY SEWER SONAR INSPECTIONS ON SIPHONS (36-INCH THROUGH 72-INCH DIAMETER PIPES)	LF	12,000	\$5.65	\$67,800.00
4	SANITARY SEWER CCTV OR HD IMAGES, SONAR,				

AND RING LASER PROFILING ASSESSMENT AND H1S GAS CONCENTRATION MONITORING (36-INCH THROUGH 56-INCH DIAMETER PIPES)	LF	54,000	\$3.20	\$172,800.00
5 SANITARY SEWER CCTV OR HD IMAGES, SONAR, AND LIDAR LASER PROFILING ASSESSMENT AND H1S GAS CONCENTRATION MONITORING (60-INCH THROUGH 84-INCH DIAMETER PIPES)	LF	164,000	\$3.30	\$541,200.00
6 SANITARY SEWER CCTV OR HD IMAGES, SONAR, AND LIDAR LASER PROFILING ASSESSMENT AND H1S GAS CONCENTRATION MONITORING (102-INCH THROUGH 146-INCH DIAMETER PIPES)	LF	14,000	\$3.55	\$49,700.00
7 SONAR DATA PROCESSING	LF	244,000	\$0.85	\$207,400.00
8 LASER/LIDAR PROFILING DATA PROCESSING	LF	80,000	\$1.50	\$120,000.00
9 CLEANING (24-INCH THROUGH 36-INCH DIAMETER PIPES)	HR	120	\$200.00	\$24,000.00
10 CLEANING (42-INCH THROUGH 146-INCH DIAMETER)	HR	240	\$200.00	\$48,000.00
11 CLEARING OF SANITARY SEWER EASEMENT (Not to exceed \$15 per LF)	LF	9,000	\$9 .00	\$81,000.00
12 ALLOWANCE FOR OWNER-DIRECTED ADDITIONAL WORK	LS	1	\$60,000.00	\$60,000.00
GRAND TOTAL OF BID (ITEMS 1 THROUGH 12)				\$1,599,950.00

In the event of a discrepancy between the unit price bid and the extended total amount, the unit price will be deemed intended by the Bidder and the extended total amount shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the Grand Total of Bid, the sum of the extended amounts shall govern.

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

NOV-17-2016-950

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation

for the accommodation of utility facilities on public right-of-way for the construction of a sewer service line in U.S. Highway 31 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Trinity Christian Methodist Episcopal Church for the construction of a sewer service line in the right-of-way of U.S. Highway 31 in the City of Birmingham, at no cost to the county.

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

NOV-17-2016-951

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a sewer service line in U.S. Highway 31 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Fifth Episcopal District, CME Church for the construction of a sewer service line in the right-of-way of U.S. Highway 31 in the City of Birmingham, at no cost to the county.

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

NOV-17-2016-952

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

- Linda Hall \$998.30
- Alvin Davis \$160.00
- Brittany Daniels \$229.40

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

NOV-17-2016-953

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

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

NOV-17-2016-954

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claims by Mark J. Marty and Michelle Clifton Marty have been denied.

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

NOV-17-2016-955

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewage backup claim of EXL Trumbull is hereby denied.

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

NOV-17-2016-956

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of All Gauge Metal Company in the amount of Four Thousand Four Hundred Ninety and no/100 (\$4,490.00) Dollars is hereby approved.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to All Gauge Metal Company in the amount of \$4,490.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above plumber reimbursement claim(s) be approved. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

NOV-17-2016-957

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit titled Ralph and Wanda Lacey v. Jefferson County, Case No. CV-2016-901053, for Twenty-Two Thousand and 00/100 (\$22,000.00) Dollars.

BE IT FURTHER RESOLVED by the Commission that the Interim Director of Finance is hereby directed to issue a check in the amount of \$22,000.00 made payable to "Nicholas Callahan, Attorney and Ralph and Wanda Lacey" and forward same to the County Attorney for disbursement

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

NOV-17-2016-958

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

WHEREAS, the Sheriff's Office is required by law to maintain a presence in the Bessemer Cut-off, maintain a separate Bessemer Division, and utilize an Assistant Sheriff who has a command that is exclusively focused on the Bessemer Cut-off, per Ala. Code §45-37-232; and

WHEREAS, the Bessemer Division has grown over the last several years increasing the administrative demands and the statutory requirements to maintain that Division; and

WHEREAS, according to Ala. Code §45-37-232-60, the Sheriff may have an appointed executive assistant; and

WHEREAS, the Sheriff's Office currently has an appointed executive assistant who is assigned to the Birmingham Headquarters and exclusively focuses on the administrative matters related to the Birmingham Division; and

WHEREAS, it is the desire of the Sheriff's Office to create a second appointed executive assistant position, assigned to the Bessemer Division which will be paid for with funds currently budgeted to the Sheriff's Office and will not require any additional funds.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to direct the Budget Management Office to create the position of Appointed Executive Assistant-Bessemer Division (Classification Number 094502, Position 001) for the Sheriff's Office.

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

NOV-17-2016-959

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Deputy County Manager Employment Agreement between Jefferson County, Alabama and Mr. Daniel Biles, for a term commencing on November 1, 2016 and terminating on October 31, 2019. Terms of the agreement on file and recorded in the Minute Clerk Office this 17th day of November, 2016.

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

NOV-17-2016-960

WHEREAS, the County Manager recommends that a one-time salary adjustment for unclassified Jefferson County employees under his appointing authority, with at least one (1) year of continuous service to Jefferson County, who earns less than \$160,000.00 annually be authorized; and

WHEREAS, he also recommends a policy be developed for Commission consideration regarding prospective salary adjustments for unclassified employees;

NOW THEREFORE BE IT RESOLVED, that all unclassified employees under the appointing authority of the County Manager who earns less than \$160,000.00 annually as of September 30th, 2016, be authorized a one-time salary adjustment of 5%, upon completion of a satisfactory performance review, effective the first pay period in October 2016, in addition to any Cost of Living Adjustments (COLA) that may be authorized by the County Commission.

BE IT FURTHER RESOLVED, that the County Manager is directed to develop a policy for Commission consideration to ensure consistency regarding how this class of employees will be authorized raises in the future.

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

NOV-17-2016-961

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

- Alabama Law Enforcement Agency Team Homeland Security Grant \$10,000.00
- Alabama Law Enforcement Agency Sustainment Mutual Aid Homeland Security Grant \$90,931.66

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

NOV-17-2016-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2017 Calendar for Planning and Zoning Commission and the Board of Zoning Adjustment meeting dates be hereby approved as submitted.

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

NOV-17-2016-963

WHEREAS, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

WHEREAS, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the A.O.C., and

WHEREAS, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security, and

WHEREAS, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible,

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C., to provide reimbursement to the A.O.C. for employment costs for said bailiffs in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$1,091,177.44 appropriation for fiscal year 2016-2017.

MEMORANDUM OF AGREEMENT BETWEEN THE ADMINISTRATIVE OFFICES OF COURTS
AND
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Courts of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$1,091,177.44.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2016 until September 30, 2017 and will expire at that time.
4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.
8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this 17th day of November, 2016.

ALABAMA ADMINISTRATIVE OFFICE
OF COURTS

Administrative Director of Courts

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

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

NOV-17-2016-964

WHEREAS, the Jefferson County Commission (the County), and Publix Super Markets, Inc. (Publix), entered into an Economic Development Agreement (Agreement) on September 10, 2015, pursuant to the Tax Incentive Reform Act of 1992 (Section 40- 9b-1, et seq., Code of Alabama (1975)) and Amendment No. 772 of the Constitution of Alabama (1901) Section 94.01(b), whereby the County agreed to abate all state and local non-educational property taxes; all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and all mortgage and recording taxes; and

WHEREAS, the project has not yet been completed and no property has been placed into service or operation by Publix or a related party, as defined in 26 U.S.C. Section 267; and

WHEREAS, Publix has requested the County amend the agreement to extend the project completion date and to increase the amount to be invested in the Project; and

WHEREAS, the County has considered the request of Publix and the completed amended Application filed with the County by Publix in connection with its request; and

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

WHEREAS, the County represents and warrants to Publix that it has power under the Constitution and laws of the State of Alabama (including particularly the applicable provisions of the Act) to carry out the provisions of the Tax Abatement Agreement; and

WHEREAS, the County has determined that Publix should be granted an amendment to the Agreement to allow for an extension of the project completion date and an increase in the investment to be made in the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into an Amended Agreement between Jefferson County, Alabama and Publix in substantially the form attached hereto.

AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Amended Economic Development Agreement is made and entered into as of this 17th day of November, 2016, by and between Jefferson County, Alabama (the County) and Publix Super Markets, Inc. (Publix), its successors and assigns.

WHEREAS, the County and Publix entered into an Economic Development Agreement (Agreement) on September 10, 2015, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-01, et seq., Code

of Alabama (1975)) and Amendment No. 772 of the Constitution of Alabama (19.01) (Section 94.01(a); and

WHEREAS, Publix has requested the County to amend the agreement to extend the project completion date and to increase the amount to be invested in the Project; and

WHEREAS, the County has considered the request of Publix and the completed amended applications filed with the County by Publix, in connection with is request; and

WHEREAS, the County has found the information contained in Publix's amended application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community support an abatement of taxes and economic incentives.

NOW THEREFORE, the County and Publix, in consideration of the mutual promises and benefits specified herein, hereby agree to amend the Agreement as follows:

AMENDMENT

1. The project completion date is extended to July 31, 2017.
2. The anticipated investment from Publix is increased from \$34,320,000 to \$40,043,913.
3. Paragraph 2(a), (b), and (c) is hereby amended to read as follows:
 - (a) Real and Personal Property County taxes are expected to be approximately \$108,118.57 per year and the maximum period for such abatement shall be valid for a period of ten (10) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property. State non-educational property taxes are expected to be approximately \$520,570.87 over the ten (10) year period.
 - (b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$65,750 and such abatement shall not extend beyond the date the Project is placed in service.
 - (c) Mortgage and recording taxes are expected to be approximately \$10,500.

All other terms and conditions of the original Agreement remain the same. This Amendment is executed as of the dates specified below.

PUBLIX SUPER MARKETS, INC.
Gina DiGrazia

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

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

NOV-17-2016-965

**Unusual Demands
11/17/2016**

Org	Dept.	Vendor #	Vendor Name	Description	Amount
1000	GENERAL FUND	100587	JEFF CO TREASURER	GENERAL ELECTION 11/08/16 VOTER LIST	22841.75
1000	GENERAL FUND	135029	ANTHONY LEE	REFUND/RETIREE DEDUCTED SINGLE+1 INSTEAD OF SINGLE	144.57
1000	GENERAL FUND	135030	JAMES GILLIAN	RETIREE ON MEDICARE REFUND SEPT2016 HEALTH PREMIUM	207.53
TOTAL					23193.85
10001007	COUNTY MANAGER	132759	USI INSURANCE SERVICES LLC	PUBLIC OFFICIAL BOND - PETELOS	175.00
TOTAL					175.00
10001100	REVENUE	100193	JEFFERSON CO TREASURER	POSTAGE REIMB. TITLE REMITS TO STATE BATCH#7183	38.52
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE AND LOCAL MILEAGE BATCH#7387	61.10
TOTAL					99.62
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	CLE SEMINAR 11-18-16	25.00
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 246886	97.50
10001200	COUNTY ATTORNEY	104733	FREEDOM REPORTING INC	INVOICE NO. 248188	433.06
10001200	COUNTY ATTORNEY	127526	UPCHURCH WATSON WHITE & MAX	FILE NO. 16MBW-149	1781.25
10001200	COUNTY ATTORNEY	130580	ADVANCE ALABAMA MEDIA LLC	AD NO. 0007726190 ACCT#2001025	145.75
10001200	COUNTY ATTORNEY	135175	DRUMM CORPORATION	INVOICE NO. 00739-16-170977	188.28
10001200	COUNTY ATTORNEY	135176	POWELL AND JONES ORTTHOPEDICS CENTER, PC	PATIENT ACCT. NO. PJ131156	46.83
TOTAL					2717.67
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	ADDITIONAL TRAVEL OWED - JEFF GUNTER- 9/25-29/16	12.94
TOTAL					12.94
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	TV MNT, HDMI CABLE, USB TO DB9 CBL HVR REVENUE	86.27
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	PETTY CASH - TV ANTENNA CO MGR OFC	59.99
TOTAL					146.26
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CLEAN ACT PRIMER FOR BHAM CH FISH BOWL	225.00
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE FOR CHECK MAILED TO PITNEY BOWES OVERNIGHT	23.54
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CEMENT FOR BHAM CH FLAT LOT	12.00
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A CONTROL BOARD FOR BESS JAIL	90.15

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED JUNCTION BOX FOR BHAM CH FLAT LOT BOOTH	75.00
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED BAGS OF CONCRETE FOR BHAM CH FLAT LOT	167.58
TOTAL					593.27
10002800	BUDGET MANAGEMENT	100193	JEFFERSON CO TREASURER	V. McGregory Pension Site Visit 10/16-18/2016	8.02
TOTAL					8.02
10003200	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	REIMBURSE YVONNE WINSTON OAD TEE SHIRTS	83.00
10003200	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	REIMBURSE YVONNE WINSTON TEE SHIRTS OLDER AMER DAY	83.15
10003200	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	REIMBURSE YVONNE WINSTON OLDER AMERI DAY EXPENSE	70.00
10003200	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	REIMBURSE YVONNE WINSTON OLDER AMER DAY EXPENSE	70.00
TOTAL					306.15
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	RUBBER STAMP FOR COURT SERVICES	5.15
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	ITEMS NEEDED FOR NEW MACC	44.79
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	REIMBURSTMENT FOR TRAVEL TO EMPLOYEE	27.15
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	STAMPS FOR SUPPORT SERVICES OFFICE	18.80
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	PURCHASED A BREAKER FOR SHERIFFS FIRING RANGE	5.00
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	PLASTIC GAS CAN FOR MOBILE PLATFORM	19.98
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	MAJIC ERASER TO CLEAN MACC DESK	26.94
TOTAL					147.81
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	EMERGENCY PURCHASE OF TONER FOR BOOKING DIVISION	147.99
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	ITEMS NEEDED TO CLEAN DEPARTMENT VEHICLES	17.98
TOTAL					165.97
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	LAUNDRY SOAP NEEDED FOR WASHING OF INMATE ITEMS	98.67
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	SPRAY BOTTLES NEEDED FOR CLEANING AREAS IN JAIL	65.86
TOTAL					164.53
10004200	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	Office Supplies/ Cakes for Residents/Shower Shoes	166.07
TOTAL					166.07
10004300	CORONER	100193	JEFFERSON CO TREASURER	10/27/16-10/27/16	321.78

TOTAL					321.78
10006310	FAMILY COURT ADMIN	100193	JEFFERSON CO TREASURER	Wireless Presenter for Programs	49.99
TOTAL					49.99
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. -Breakout Bham-GB-Haywood	24.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. - Breakout Bham-KSchlenker	24.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. Breakout Bham - TLarge	24.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. Breakout Bham - BCharles	24.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. Breakout Bham - TRyce & EDozier	48.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Team Bldg. Breakout Bham - JSparks	24.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Regis for Domestic Violence Conf - TRoper	75.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Parking for Pills to Needles Seminar-Hill	8.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Parking for Pills to Needles Seminar-McMullen	8.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Parking for Pills to Needles Seminar - Hardy	8.00
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Parking for Pills to Needles Seminar - McAdory	8.00
TOTAL					275.00
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	16 ea. rubber stamps for Clerk's Office	187.96
TOTAL					187.96
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	FUEL CAP,WORK BOOTS,2 TRAINING FEES DALE&JEFF	190.48
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	LP GAS TANKS FOR FORKLIFT	317.20
TOTAL					507.68
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	OIL, ELECTRICAL SUPPLIES, BULBS, CDL RENEWAL	304.26
TOTAL					304.26
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	GARBAGE NABBERS, PARTS FOR HERBICIDE	116.85
TOTAL					116.85
21401301	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-Long,T-Car Wash approved by Chairman Knight	10.00
TOTAL					10.00
24202005	CDBG GRANTS	100193	JEFFERSON CO TREASURER	PETTY CASH: RECORDING FEE - DEED FULTONDALE STORM	29.00
TOTAL					29.00

24222030	HOME GRANT	101402	GROVER DUNN	PROP TX COURTNEY GRAMMER - PAR#3000083003009000	761.01
24222030	HOME GRANT	132644	METLIFE AUTO & HOME	POLICY RENEWAL HMOWNR 3782313781 11/24/16-11/24/17	1109.00
TOTAL					1870.01
60407100	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	WORKSHOP REGISTRATION	75.00
TOTAL					75.00
60407101	SEWER BILLING	134674	CHANDLER WRIGHT	RFD SNT ACCT# R1000-1484 D	33.76
60407101	SEWER BILLING	134676	JAMES L MORRIS	RFD FOR OVERPAYMENT ACCT# W0-76532 D	68.93
60407101	SEWER BILLING	134825	TERRY L PRUET	REFD FOR OVERPAYMENT ACCT# W0-81498 D	796.55
60407101	SEWER BILLING	135032	RHONDA COLEMAN	REFD FOR OVERPAYMENT ACCT# R1000-100 D	29.55
TOTAL					928.79
60407210	SEWER CONSTRUCTION INSPECTION	100193	JEFFERSON CO TREASURER	KEY COPIES	40.00
TOTAL					40.00
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	FILTER FOR THE ICE MACHINE	70.44
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	SERVICE CALL ON THE BAY DOOR, RESET THE LIMITS	165.00
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	ADAPTER TRAILER WIRE	27.47
TOTAL					262.91
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR W. KILGORE	20.00
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	CEILING TILES	111.59
TOTAL					131.59
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	electrical supplies needed by Doug Holley	178.21
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	plumbing supplies, keys, rope and tubing	101.47
TOTAL					279.68
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	shear pins, ink cartridge, nuts, oil, batteries,	539.42
TOTAL					539.42
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	clamps for hoses around plant	4.00
TOTAL					4.00
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	36 MM SOCKET	8.99
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	LIGHT BULBS	17.97

60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SILICONE,FLEX SEAL,FIBERGLASS CLOTH	129.72
TOTAL					156.68
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Operator II Training Class Supplies	11.00
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training Class	14.18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training Class	11.00
TOTAL					36.18
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	KEYS;RELAY;NERF BAR;STARTER;	489.98
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	GLUE TRAPS;CABLES;PROTRACTORS;VA LVE;	176.10
TOTAL					666.08
60407330	BIOSOLIDS	100193	JEFFERSON CO TREASURER	Reimbursement for Traffic Crash Report	10.00
TOTAL					10.00
70101750	PERSONNEL BOARD TESTING	127336	KEITH PIRLOT	2016 FAO Pump Test Assessor K Pirlot thru 10/5/16	825.26
70101750	PERSONNEL BOARD TESTING	131321	WILLIE JAMES	2016 FAO Pump Test Assessor W James9/25/16-10/5/16	825.26
70101750	PERSONNEL BOARD TESTING	132571	DARRYL NICHOLS	2016 FAO Pump Test Assessor D Nichols 9/25-10/5/16	454.28
70101750	PERSONNEL BOARD TESTING	132572	GARY C RAMSAY	2016 FAO Pump Test Assessor G RAMSAY thru 10/5/16	232.28
70101750	PERSONNEL BOARD TESTING	132573	HENRY SCOBLE	2016 FAO Pump Test Assessor H SCOBLE thru 10/5/16	475.00
70101750	PERSONNEL BOARD TESTING	133822	LYNN MESLEY	2016 FAO Pump Test Assessor L Mesley 9/25 -10/5/16	455.72
70101750	PERSONNEL BOARD TESTING	133959	MARCUS COLEMAN	2016 FAO Pump Test Assessor M Coleman 10/1-5/16	209.24
TOTAL					3477.04
GRAND TOTAL					\$ 38,177.06

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

NOV-17-2016-966

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Engineering Services Associates in the amount of \$12,750.00, as follows:

AGREEMENT TO PROVIDE
ENGINEERING SERVICES FOR THE JEFFERSON COUNTY LANDFILLS FINANCIAL ASSURANCE
DETERMINATION, FY 2015/2016

This AGREEMENT made this 17th day of November, 2016 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2015/2016.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the written practices of the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal year 2015/2016. The engineering, reporting, and administrative tasks will consist of the following activities:

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30th 2016.
2. The CONSULTANT will incorporate Santek Environmental's data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT:

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project.
2. The COUNTY agrees that the format used for the FY2012-2013 Financial Assurance Report is acceptable.

3. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.

4. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.

5. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

SECTION 3 - CONFERENCES AND VISITS TO SITE:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

SECTION 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.

2. Provided that the data furnished by others is done so in a timely manner and is in a readily usable format, CONSULTANT will complete the scope of work as outlined in this AGREEMENT within sixty (60) days, exclusive of County review time, after receipt of the year's data.

3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

SECTION 1 - PAYMENT:

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

2. For the work contemplated under Article I. Section 1, compensation will be based on a Lump Sum contract amount of Twelve Thousand Seven Hundred Fifty Dollars, (\$12,750.00) as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Total Contract Amount... \$12,750.00

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform this contract based on a sixty (60) day timeframe. The contract amount will not be exceeded except by formal amendment to this AGREEMENT.

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

SECTION 2 - FINAL PAYMENT AS A RELEASE:

1. The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this

AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

SECTION 3 - OPTION TO RENEW:

1. The COUNTY, at its discretion, may renew this Agreement for the LANDFILL FINANCIAL ASSURANCE DETERMINATION, 2016/2017, and, at its discretion, for the LANDFILL FINANCIAL ASSURANCE DETERMINATION, 2017/2018. CONSULTANT's compensation for these renewals shall be equal to the above Total Contract Amount plus 5% for the first renewal and the above Total Contract Amount plus 10% for the second renewal.

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed on each of the renewals.

All other provisions of this AGREEMENT shall remain in effect for each renewal.

ARTICLE IV - MISCELLANEOUS PROVISIONS SECTION 1 - CHANGES OF WORK:

1. If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of their AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

2. Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS;

1. Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Jefferson County Chief Finance Officer.

SECTION 3 - CONSULTANT'S ENDORSEMENT:

1. The CONSULTANT shall endorse the original title or cover sheet of all reports, maps and other engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

SECTION 5 - TERMINATION OR ABANDONMENT:

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.
2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten-(10) day's written notice and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:
 - a) No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
 - b) If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
 - c) If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH:

1. The contract may be terminated by the OWNER for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
 - a) Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.
 - b) Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
 - c) Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the OWNER.
 - d) In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgement to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
2. Before the Contract is terminated, the Consultant will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.
3. Upon receipt of notice from the OWNER that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the OWNER by the Consultant.

SECTION 7 - CONTROVERSY:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY:

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability Insurance.....	\$1,000,000.00 each claim

4. A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS:

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER:

1. There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS:

1. The CONSULTANT shall not engage, in full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period

of this AGREEMENT in the employment of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

3. NO COUNTY official, employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL:

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

SECTION 13 - CONDITIONS AFFECTING WORK:

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions, which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during 'the contract period and for three (3) years from the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

a. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4.

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

this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

SECTION 14 · GOVERNING LAW/DISPUTE RESOLUTION:

1. 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 the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof.. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15-STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

1. 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.

SECTION 16 - STATEMENT OF COMPLIANCE WITH ACT 2016-312:

1. By signing this contract, the contracting parties certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys trade.

ARTICLE V SECTION 1 - EXECUTORY CLAUSE:

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and then he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama, including, but not limited to Workmen's Compensation coverage, or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ENGINEERING SERVICE ASSOCIATES, INC. on the 17th day of November, 2016, and the COUNTY on the 17th day of November, 2016.

ENGINEERING SERVICE ASSOCIATES, INC.

Dale E. Story, P.E. Chief Engineer

RECOMMENDED:

George Tablack

Chief Financial Officer, Jefferson County

ATTEST:

Millie Diliberto
Minute Clerk

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President Jefferson County Commission

ATTACHMENT 1
JEFFERSON COUNTY FINANCE DEPARTMENT BUDGET FOR SERVICES

Category	2013/2014 Hourly Rate
Principal	\$154.00
Project Manager	\$132.00
Sr. Project Engineer	\$110.00
CAD Support	\$ 77.00
Administrative Support	\$ 66.00
Technician Support	\$ 66.00

*Mileage is billed at \$0.56 per mile

I. TOTAL ENGINEERING SERVICES	\$11,090.00
II. TOTAL OTHER DIRECT COST (Mileage, supplies, etc.)	\$290.00
TOTAL COST I, II,	\$11,380.00
PROFESSIONAL FEE (12%)	\$1,370.00
TOTAL CONTRACT AMOUNT	\$12,750.00

ADDENDUM

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

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

ENGINEERING SERVICE ASSOCIATES, INC.

Dale E. Story, PE
Chief Engineer

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

NOV-17-2016-967

PURCHASING DIVISION AGENDA REPORT

For Week of 10/21/16 – 10/27/16

Committee Meeting NOVEMBER 15, 2016

For Commission Approval

NOVEMBER 17, 2016

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

PREPARED OCTOBER 28, 2016

1. RECOMMENDED FOR PROBATE COURT - ELECTIONS FROM INCLUSION SOLUTIONS, EVANSTON, IL, TO AWARD BID FOR ACCESSIBLE 4--STATION VOTING BOOTHS FOR THE PERIOD OF 11/17/2016 – 11/16/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 134 - 16
REFERENCE MUNIS BID # 16095

2. RECOMMENDED FOR BULK STORES & PACA MEMBERS FROM MATTHEWS AURORA FUNERAL SOLUTIONS, AURORA, IL, TO RENEW BID FOR ADULT CASKETS FOR THE PERIOD OF 11/20/2016 – 11/19/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID # 171 – 14
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR FLEET MANAGEMENT FROM ACTION TIRE COMPANY, FOREST PARK, GA, TO RENEW BID FOR TIRE RECAPPING FOR LARGE TRUCKS FOR THE PERIOD OF 10/01/2016 – 09/30/2017. SERVICE TO BE PROVIDED ON AN AS NEEDED BASIS. (1st RENEWAL)

REFERENCE BID # 144 - 15
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR ALL JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM AMERICAN PROMO, BIRMINGHAM, AL, TO RENEW BID FOR T-SHIRTS WITH COUNTY LOGO FOR THE PERIOD OF 01/23/2017 – 01/22/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL RENEWAL)

REFERENCE BID # 9 – 15
REFERENCE MUNIS BID # N/A

5. RECOMMENDED FOR CORONER OFFICE FROM SALAM INTERNATIONAL, LAGUNA NIGUEL, CA, TO RENEW BID FOR CADAVER TRANSPORT BAGS FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. (1st RENEWAL)

REFERENCE BID # 134 – 15
REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 10/28/16 – 11/03/16

Committee Meeting NOVEMBER 15, 2016

For Commission Approval
NOVEMBER 17, 2016

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

PREPARED NOVEMBER 4, 2016

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1. RECOMMENDED FOR ALL JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM MUNICIPAL AND COMMERCIAL UNIFORMS, BIRMINGHAM, AL, TO AWARD BID FOR LAW ENFORCEMENT UNIFORMS AS THE SECONDARY VENDOR FOR THE PERIOD OF 11/17/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

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

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

NOV-2-2016-968

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/21/16 – 10/27/16, AND 10/28/16 – 11/03/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Revenue

Bruce Thompson	195.00
Charles Bell	195.00
AMRO Winter Conference Opelika, AL – December 15-16, 2016	

INDIVIDUAL STAFF DEVELOPMENT

Commissioner District 2

Sandra Little Brown	461.52
ACCA Legislative Conference Montgomery, AL – December 7-8, 2016	

County Attorney

Shawna Smith 319.00
CLE Seminar
Birmingham, AL – December 1, 2016

Environmental Services

Daniel White 416.62
AWEA Water and Wastewater Workshop
Auburn, AL – November 14-15, 2016

Inspection Services

Michael Thomas 276.04
International Code Council class
Decatur, AL – November 15-16, 2016

Revenue

Wesley Moore 1,979.91
Tax Audit
Monroe and New Orleans, LA –December 4-10, 2016

Tax Assessor Bessemer

Quin Hameen 573.76
AAAO Planning Meeting
Opelika, AL – November 30 – December 2, 2016

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

NOV-17-2016-969

A – Position Changes and / or Revenue Changes

(1) Probate Court \$63,371.00
Add 1 Deputy Chief Clerk Probate Court (Grade 26), annual salary
\$69,132.00
Additional Funds Required

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

NOV-17-2016-970

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify Regions Bank Credit Card Statement with a closing date of October 31, 2016.

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

NOV-17-2016-971

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Intergovernmental Agreement Establishing the Purchasing Association of Central Alabama, between Jefferson County, Alabama and Pickens County Board of Education as follows:

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA**

This Agreement made this 17th day of NOVEMBER 2016, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and the State of Alabama as choose to be governed by the provisions of the Purchasing Association of Central Alabama as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Inter local Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing Association of Central Alabama, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said

specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids

will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the above- mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

COUNTY OF PICKENS, ALABAMA,
A Municipal/Public Corporation
Pickens County Board of Education

COUNTY OF JEFFERSON, ALABAMA,
A Municipal/Public Corporation

James A. Stephens, President Jefferson County Commission

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

NOV-17-2016-972

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and B & L Associates, Inc., for mainframe VTS hardware and software support as follows:

STATE OF ALABAMA JEFFERSON COUNTY
CON00008925
B&L ASSOCIATES MAINTENANCE CONTRACT

THIS AGREEMENT entered into this 1st day of October 2016, by and between Jefferson County Alabama hereinafter called "the County", and B&L Associates, Inc. hereinafter called the contractor", located at 13 Tech Circle Natick, MA 01760. The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for hardware and software maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** Contractor shall provide maintenance support for BL/Charge Resource Billing System, BL/LIB Tape Library Management System, BL/LIB Robotic Interface, Virtual Tape System Software, Virtual Tape System Hardware, and Software License Extension for BL/LIB Robotic Interface. The B&L Associates quote# 2616-04-06A describes the scope of services. The B&L Associates quote 2616-04-06A constitutes essential component of this Contract and is adopted herein by reference. This component and this contract agreement constitute the entire agreement between the parties. See Exhibit I.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2017.
4. **PAYMENT TERMS:** Net30
5. **COMPENSATION:** \$29,676.00
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-contractor(s) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

12. **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. **LIMITATION OF LIABILITY:** Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim.

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

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

Jefferson County Commission
James A. Stephens
President

B&L Associates, Inc.

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

NOV-17-2016-973

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

STATE OF ALABAMA CON00008926
JEFFERSON COUNTY

THIS AGREEMENT entered into this 1st day of December 2016, by and between Jefferson County Alabama hereinafter called "the County", and Dynetics, Inc., hereinafter called the contractor", located at I002 Explorer Boulevard, Huntsville, AL 35806. The effective date of this agreement shall be December 1, 2016.

WHEREAS, the County desires to contract for IT Infrastructure Security Risk Assessment for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission RFP# 106-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dynetics, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this

Contract. The Contract term expires on November 30, 2017, with the County's option to renew for two (2) additional one (1) year terms.

4. COMPENSATION: \$47,762.50 annually.

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

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

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

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

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

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the

effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

14. 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.

15. 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.

16. 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.

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

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

Jefferson County Commission
James A. Stephens

President

Dynetics, Inc.
Sallie T. Patterson
VP Contracts

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

Comments from Commissioner Knight regarding the outstanding performance of the Jefferson County Sheriff's Department during a bomb incident at an Elementary School in Trussville.

Comments from Commissioner Carrington, to include the reading of a letter that he intends to send Ms. Sheila Tyson, District 6 Birmingham City Councilor, regarding the last Birmingham Water Works Board meeting and the BWWB rate structure.

Comments from Commissioner Brown directing the Environmental Services Department to take some measures to address an issue regarding a report from Senator Coleman of a strong sewer order on Avenue W in Ensley.

The Commission President announced that it is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7 (a)(3), Alabama Code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated. The Commission will convene in Executive Session for approximately thirty minutes to one hour with no action to be taken.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown that an Executive Session be convened. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 2:00 A.M. Tuesday, December 6, 2016.

James A. Stephens
President

ATTEST:

Millie Diliberto
Minute Clerk