

STATE OF ALABAMA)

JEFFERSON COUNTY) April 6, 2017

The Commission Re-convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:00 A.M., James A. Stephens, President, presiding and the following members present:

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

Invocation was led by Reverend Thomas Beavers of New Rising Star Missionary Baptist Church and the Pledge of Allegiance led by Commissioner Sandra Little Brown.

The Commission met in Work Session on Tuesday, April 4, 2017, and moved for approval the following Committee items be placed on the April 6, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Items 1-8 and 1 addendum item.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-4 and 1 additional item.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-6. Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had items 1-36.

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-3 and 1 additional item.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington, that the Minutes of March 21, 2017 and March 23, 2017, be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by Estate of Joe Tedeski, owners for the described change of zoning. There being no comments or opposition, the following action was taken;

APR-6-2017-226
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS

UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-006, Estate of Joe Tedescki, owners; Louis Tovas, agent requests a change of zoning on Parcel ID# 29-31-4-000-009.000 in Sec 31 Twp. 18 Range 3 West from R-6 (Single Family) and R-5(B) (Mobile Home Park) to I-1 (Light Industrial) for a mini-warehouse facility with outdoor storage of boats and vehicles. (Site Only: 1500 Tedescki Drive, Bessemer, AL. 35022) (SHANNON) (4.8 Acres M/L) that the Commission approves the recommendation of the Zoning Board for C-1 zoning in lieu of the requested I-1.

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

A Public Hearing was held to receive comments on the request made by Jolene H. Mills, owners for the described change of zoning. There being no comments or opposition, the following action was taken;

APR-6-2017-227
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-008, Jolene H. Mills, owner; Jeff Arrington, agent requests a change of zoning on part of Parcel ID# 29-26-3-008-003.000 in Sec 26 Twp. 18 Range 3 West (Proposed Lot 2 of the Resurvey of Lots 15-A and 16-A Block 7, of Shades Cliff) from R-1 (Single Family – Hoover) to R-1 (Single Family – Jefferson County) for compliance with County zoning regulations for recently de-annexed property. (Site Only: 1425 Berry Road, Birmingham, AL. 35226) (BLUFF PARK) (1.25 Acres M/L) be approved.

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

A Public Hearing was held to receive comments on the request made by Timothy Lee Bozeman and Sonya Renea Bozeman, owners for the described change of zoning. There being no comments or opposition, the following action was taken;

APR-6-2017-228
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-010, Timothy Lee Bozeman and Sonya Renea Bozeman, owners request a change of zoning of Parcel ID# 06-08-0-000-040.002 in Sec 08 Twp. 15 Range 4 West from R-1 (Single Family) to A-1 (Agricultural) for a proposed accessory structure. (Site Only: 4520 Warrior Jasper Road, Dora, AL. 35062) (BAGLEY) (9.7 Acres M/L) be approved.

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

A Public Hearing was held to receive comments on the request made by Christopher Orazine, owners for the described change of zoning. There being no comments or opposition, the following action was taken;

APR-6-2017-229
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-011, Christopher Orazine, owner, requests a change of zoning of Parcel ID#s 08-01-2-000-001.005 & 08-01-3-000-001.015 in Sec 01 Twp. 15 Range 2 West from R-R (Rural Residential) to A-1 (Agricultural) for personal agricultural use. (Site Only: 3714 Redman Hall Road, Pinson, AL. 35126) (BRADFORD) (32.2 Acres M/L) be approved subject to the filing of the following restrictive covenants.

Covenant: No mobile homes shall be permitted on this property.

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

A Public Hearing was held to receive comments on the request made by Robert E. Brown, III, owners for the described change of zoning. Comments were heard from Gordon Baden, Owner/Business Partner and Opposition, Jake Lesley, resident (117 11th Street). There being no further comments or opposition, the following action was taken;

APR-6-2017-230
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-009, Robert E. Brown, III, owner; requests a change of zoning on part of Parcel ID# 13-28-1-010-003.000 in Sec 28 Twp. 16 Range 2 West (Lots 4, 5, and 6 of block 46 of the 2nd addition to Pittsburg subdivision) from R-6 (Single Family) to C-1 (Commercial) for compliance for a parking lot for repossessed vehicles. (Site Only: 209 11th Street, Birmingham, AL. 35217) (ROBINWOOD) (0.24 Acres M/L) be denied.

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

A Public Hearing was held to receive comments on the request made by Southeast Trust Erectors, Inc., owners for the described change of zoning. There being no comments or opposition, the following action was taken;

APR-6-2017-231
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case No. Z-2017-007, Southeast Trust Erectors, Inc., owners; Maryori Giron, agent requests a change of zoning on Parcel ID# 09-31-4-008-034.000 in Sec 31 Twp. 15 Range 1 West from R-5(B)(Mobile Home Park) to C-1 (Commercial) for a used automobile sales lot. (Site Only: 4100 Pinson Boulevard, Pinson, AL 35126) (PINSON) (2.22 Acres M/L) be approved.

Finding: Given the location on a main thoroughfare, the presence of floodway and floodplain on the property, and

given land use patterns in the area, the County finds that the use of this property for commercial purposes without the erection of permanent structures is the most reasonable use of the property.

Covenant: There shall be no permanent structures (buildings) located in any flood hazard area of the property.

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

A Public Hearing was held to receive comments on the request made by the University of Alabama, Board of Trustees to vacate the County's interest in the described sanitary sewer easement. There being no comments or opposition, the following action was taken;

APR-6-2017-232

WHEREAS, The University of Alabama Board of Trustees, is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Sanitary Sewer Easements to be vacated:

Two 20 foot wide Sanitary Sewer Easements lying in the SW 1/4 of the NW 1/4 of Section 01, Township 18 South, Range 3 West, Jefferson County Alabama and being a part of Super Block 11 according to An Amended Map of The University of Alabama At Birmingham Super Blocks 11 and 12 as recorded in Map Book 165 Page 85 in the Probate Office of Jefferson County Alabama more particularly described as follows:

The sanitary sewer rights to the vacated 20 foot wide east-west alley and the vacated 20 foot wide north-south alley lying within Lot 1 Block 11B according to the survey of the Third Sector, Medical Center Expansion Project No. Ala. R-70 as recorded in Map Book 109 Page 23 in the Probate Office of Jefferson County Alabama. Said easements being bounded by the Southwesterly Right of Way of 13th Street South, the Northwesterly Right of Way of 8th Avenue South, the vacated Southeasterly Right of Way of 7th Avenue South and the vacated Northeasterly Right of Way of 12th Street South.

Less and except any portion lying within 10 feet of any active and currently maintained Jefferson County sanitary sewer.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, The University of Alabama Board of Trustees tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 6th day of April, 2017, recorded in Minute Book 171, Pages 47-48, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 6th day of April, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires: August 31, 2019.

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

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that Commission Agenda Resolutions 1 through 27, with the exception of item #9 and Item #27 (which will be held for discussion and a separate vote) be adopted as presented and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Alagasco to install 1,280' of 4" gas main for the Old Rocky Ridge Road Reinforcement Center in Hoover.
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Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above Utility Permits be approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

APR-6-2017-233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the debt resolution agreement between the City of Fairfield and the Jefferson County Commission. Be it further resolved by the Jefferson County Commission that the Director of Finance is authorized to disburse funds to the City of Fairfield in accordance with the agreement.

[Herein set out Agreement]
AGREEMENT

WHEREAS, the City of Fairfield, Alabama, hereinafter referred to as "City," and Jefferson County, Alabama, hereinafter referred to as "County," collectively the "Parties," are desirous of entering into this agreement for the mutual benefit of settling any and all obligations owed or due between the parties stemming from reimbursements of Personnel Board cost, Emergency Management cost, signal maintenance, and PACA dues; and

WHEREAS, the County has the responsibility of collecting and disbursing various taxes on behalf of the City; and

WHEREAS, the City has the responsibility to reimburse the County for various services paid for by the County on behalf of the City; and

WHEREAS, the City currently owes the County a total of \$1,707,372.24 for reimbursement of Personnel Board cost, Emergency Management costs, signal maintenance, and PACA dues; and

WHEREAS, the County currently owes the City a total of \$1,174,872.27 from collections received for business privilege taxes and road taxes; and

WHEREAS, the parties agree that it is in their best interest to settle any and all obligations currently owed or due to the other party.

NOW THEREFORE, the parties agree as follows:

1. The City agrees to allow the County to withhold \$587,436.14 of the amount currently held by the County as partial reimbursement for the amounts owed to the County by the City.

2. The County agrees to remit the remaining \$587,436.14 to the City and forego pursuing the collection of the remaining obligation of \$1,119,937.11 owed by the City, as long as the City abides by the terms of this agreement.
3. The Parties agree that should any future debts be accrued by the City for Personnel Board cost, Emergency Management costs, signal maintenance, or PACA dues the County shall be authorized to withhold the amount due from the collection received by the County on behalf of the City. In no event will the County withhold tax collections received on behalf of the City that is designated for the Fairfield Board of Education.

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein.

JEFFERSON COUNTY, ALABAMA
JAMES A. STEPHENS, PRESIDENT

CITY OF FAIRFIELD, ALABAMA
E. MAY, II,
MAYOR

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

APR-6-2017-234

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Cahaba Medical Care Foundation in the amount of \$250,000.00.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective November 22, 2016, is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama ("Jefferson County"), and corporation ("Cahaba Medical Care Foundation"), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009 and any amendments thereto ("HIPAA"), governing the privacy and security of individually identifiable

health information obtained, created or maintained by certain entities, including healthcare providers (the "HIPAA Privacy & Security Rules"); and

WHEREAS, the HIPAA Privacy & Security Rules require that Cahaba Medical Care Foundation enter into this Agreement with Jefferson County in order to protect the privacy of individually identifiable health information maintained by Cahaba Medical Care Foundation ("Protected Health Information", or "PHI") and its later defined subset Electronically Protected Health Information (e-PHI); and

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

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

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

1. Memorandum of Understanding

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

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

2. Additional Cahaba Medical Care Foundation Activities. Except as otherwise provided in this Agreement, Cahaba Medical Care Foundation may also:

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

2.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Jefferson County. Cahaba Medical Care

Foundation represents to Jefferson County that: (i) any disclosure it makes will be permitted under applicable laws, and (ii) Cahaba Medical Care Foundation will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy & Security Rules and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify Jefferson County of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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

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

3. Cahaba Medical Care Foundation Covenants. Cahaba Medical Care Foundation agrees to:

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

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

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

3.4 Report to Jefferson County any use or disclosure of the PHI not permitted by this Agreement within five days of Cahaba Medical Care Foundation becoming aware of such use or disclosure;

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

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

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

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

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

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

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

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

7. Accounting for Disclosures of PHI. Within thirty (30) days of notice by Jefferson County to Cahaba Medical Care Foundation that it has received a request for an accounting of disclosures of PHI regarding an individual, Cahaba Medical Care Foundation shall make available to Jefferson County such

information as is in Cahaba Medical Care Foundation's possession and is required for Jefferson County to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Cahaba Medical Care Foundation, Cahaba Medical Care Foundation shall, within five (5) days, forward the request to Jefferson County. It shall be Jefferson County's responsibility to prepare and deliver any such accounting requested.

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

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

10. Representations and Warranties

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

(a) that it is duly organized, validly existing, and in good standing under the laws of the State of Alabama and any other State in which it is licensed; it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

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

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

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

12. Termination

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

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

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

13. Effect of Termination. Upon termination pursuant to Section 12, Cahaba Medical Care Foundation agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so, other than PHI necessary for the maintenance of Jefferson County's patient records. Prior to doing so, Cahaba Medical Care Foundation further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Cahaba Medical Care Foundation to return or destroy all PHI, Cahaba Medical Care Foundation will notify Jefferson County in writing. Such notification shall include: (i) a statement that Cahaba Medical Care Foundation has determined that it is infeasible to return or destroy

the PHI in its possession; and (ii) the specific reasons for such determination. Cahaba Medical Care Foundation further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Jefferson County's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible. If it is not feasible for Cahaba Medical Care Foundation to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Cahaba Medical Care Foundation must provide a written explanation to Jefferson County and require the subcontractors and agents to agree to extend any protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those functions that are legally permissible and that make the return or destruction of the PHI not feasible.

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

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

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

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

Cahaba Medical Care Foundation:
Cahaba Medical Care Foundation
405 Belcher Street
Centerville, AL 35042
Attn: John B. Waits, MD, CEO

Jefferson County:
County Manager
Jefferson County Courthouse

716 Richard Arrington Boulevard North, Suite 251
Birmingham, AL 35203

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

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the 22 day of November

Cahaba Medical Care Foundation

Jefferson County, Alabama

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

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is entered into by and between Cahaba Medical Care Foundation, an Alabama non-profit corporation ("the Corporation"), and Jefferson County Alabama ("Jefferson County") as of the 22 day of November, 2016.

BACKGROUND

WHEREAS, the Corporation operates health care clinics located at 1088 9th Avenue SW, Suite #106, Bessemer, AL 35022-7834 and at 1308 Tuscaloosa Avenue, Birmingham, AL 35211 (the "Clinic");

WHEREAS, the Corporation provides medical services to residents of Jefferson County;

WHEREAS, many of the patients served by Corporation may meet the indigent care criteria established by Jefferson County for use at the County's operating department which does business as Cooper Green Mercy Health Services ("Cooper Green");

WHEREAS, by providing medical services to indigent patients who are residents of Jefferson County, the Corporation directly supports the mission of Cooper Green;

WHEREAS, the Corporation's services increase the access of Jefferson County's indigent patients to medical care;

WHEREAS, the Corporation desires to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

WHEREAS, The parties desire to enter into this Agreement to set forth all of the terms and conditions stated below for the purpose of defining the parties' respective rights and responsibilities with regard to such arrangement.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Covered Services means those Medically Necessary services for which the Beneficiary is entitled to receive benefits in accordance with Jefferson County coverage guidelines and payment policies.

Section 2 - Beneficiary means Jefferson County residents who meet the eligibility criteria for indigent status pursuant to guidelines established by Jefferson County.

Section 3 - Arrangement. The Corporation shall receive compensation for covered services provided to patients served by the Clinic who are Approved Beneficiaries of Jefferson County. The payment rate per each such patient served by the Corporation at the Clinic shall be as listed in the Fee Schedules located on the Alabama Medicaid website. Payment policies are the guidelines, adopted by Alabama Medicaid that are available on the Alabama Medicaid's website (www.medicaid.alabama.gov) Corporation shall, on a monthly basis, submit a report of such patients provided health care services at the Clinic during previous months in the form attached hereto as Exhibit B (each a "Patient Summary"). Jefferson County agrees to pay for covered services within ninety days of the receipt of the Patient Summary. County shall not be responsible for paying claims for any patient that has third party insurance coverage, including but not limited to Medicare, Medicaid or other insurance companies. Likewise, County shall not be responsible for paying claims for patients for which the Corporation otherwise receives reimbursement for covered services from any federal or state grant or funding source. In the event of an early termination of this Agreement pursuant to Sections 8.2 or 8.3, Jefferson County & Corporation shall reconcile the services provided and the amounts paid by Jefferson County and/or a third party or Beneficiary and shall pay the Corporation for services provided through the date of termination. Annual compensation payments shall not exceed \$250,000.00.

Section 4 - Duties and Obligations of the Corporation. Corporation hereby represents, warrants and covenants to and with Jefferson County, which representations, warranties and covenants shall be true and correct upon execution of this Agreement and which representations, warranties and covenants shall be continuing throughout the term of this Agreement, as follows:

§ 4.1 Organizational Status. The Corporation represents and warrants that it is a corporation duly organized and validly existing under the laws of the State of Alabama.

§ 4.2 Authority Binding Effect. The Corporation represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Corporation, legally enforceable against it in accordance with their terms.

§ 4.3 Representations and Warranties Regarding Corporation Physicians.

Corporation is not bound by any agreement or arrangement which would preclude it or its physicians from entering into, or fully performing the health care services contemplated by this Agreement and for which compensation will be paid by Jefferson County to Corporation;

all Corporation physicians performing services at the Clinic and for which payment will be made by Jefferson County to Corporation, are certified by the applicable board or agency to provide services in the area of practice for which such physicians are providing services under this Agreement;

(a) all physicians performing services at the Clinic and for which payment will be made by Jefferson County to Corporation are licensed to practice medicine and prescribe controlled substances in the State of Alabama, and no such Physician has ever had his or her license to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(d) no physician performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(e) all professionals performing services at the Clinic who are not physicians and for which payment will be made by Jefferson County to Corporation are, and shall during the term of this Agreement remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;

(f) neither Corporation nor any of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been suspended, excluded, barred, sanctioned or penalized under any state or federal program;

(g) none of the physicians or other persons performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;

(h) no physician or other professional performing services at the Clinic and for which payment will be made by Jefferson County to Corporation has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;

(i) no Corporation physician has had placed or imposed upon him or her by any governmental authority having jurisdiction over such physician any restrictions which materially interfere with such physician's ability to perform, or an employer's ability to receive payment for, such physician's professional services;

(j) all Corporation physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama; and

(k) all invoices submitted by Corporation for health care services performed at the Clinic for residents of Jefferson County who meet Jefferson County's indigent standards and all forms accounting for such services that are submitted by the Corporation pursuant to the terms hereof to Jefferson County shall be true and correct.

§ 4.4 Notifications Required. Corporation covenants and agrees to notify the Jefferson County Manager in writing within three (3) days if any representation, warranty or covenant in Section 4.3 or elsewhere in this Agreement ceases to be true and correct. As part of its notification obligation, Corporation shall cause each physician performing services at the Clinic and for which payment will be made by Jefferson County to notify

Corporation no later than one (1) business day after any of them learn of or receive notice of any event that would cause the representations and warranties in Section 4.3 to be untrue.

§ 4.5 Coordination of Care. The Corporation and its physicians shall work closely with Jefferson County to assure coordinated, high quality medical care for patients of the Clinic. In order to maximize coordination of care, Approved Beneficiaries shall have access to specialty clinic and ancillary services, with the exception of laboratory services, at Cooper Green Mercy Health Services as needed and as capacity permits.

§ 4.6 Fees for Services. The payment for health care services provided at the Clinic made by Jefferson County to the Corporation in accordance with Section 2 hereof together with any co-payment, deductible or coinsurance for which the Customer is responsible under this Agreement, is payment in full for Covered Services. The Corporation and its physicians shall cooperate fully with Jefferson County in order to timely provide a Patient Summary to Jefferson County on a monthly basis by the 15th day of each month for the services provided at the Clinic to indigent residents of Jefferson County, in order for Jefferson County to evaluate the services rendered by the Corporation's physicians on behalf of such patients and to account for and remit promptly to Corporation all such payments for such services to be paid by Jefferson County to the Corporation in accordance with the terms and conditions of this Agreement.

§ 4.7 Access to Medical Records. Corporation shall ensure that its physicians provide timely, complete and accurate documentation in the Clinic's medical records for services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation and in accordance with the policies and procedures of the Clinic and customary professional standards applicable to medical records documentation. The Corporation shall provide Jefferson County and its agents or representatives, upon reasonable notice and during normal business hours, access to such records created by the Corporation, or its physicians, as may be necessary for any legal defense or for the purpose of validating the accuracy and/or completeness of any invoices submitted to Jefferson County in accordance with the terms and conditions of this Agreement, or disputing the same, and as otherwise permitted by law.

(1) To the extent legally permissible, the Corporation and its physicians shall furnish any and all information, records and other documents which may be related to Corporation's services provided to patients of the Clinic for which payment will be made by Jefferson County to Corporation, which Jefferson County may reasonably request, in furtherance of any plans and/or programs adopted by Jefferson County to assess and improve the quality and efficiency of health care services in Jefferson County, Alabama.

(2) Further, each party will cooperate with the other in the invoicing and payment process hereunder.

(3) Neither the Corporation, nor any of its physicians, shall have the right or authority to enter into any contract in the name of Jefferson County or its facilities or otherwise bind Jefferson County in any way.

(4) The Corporation's physicians shall provide professional medical services in a competent, timely and professional manner, consistent with their training and expertise and recognized standards of medical practice.

(5) The Corporation's physicians shall perform all services under this Agreement in accordance with any and all regulatory standards applicable to the Clinic and the services, including, without limitation, those requirements imposed by any State or other regulatory and accrediting organizations; and the Medicare/Medicaid Conditions of Participation, and any amendments thereto, each to the extent applicable.

Section 5 - Representations and Warranties of County. Jefferson County represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and any other documents and instruments required to be delivered in conjunction herewith. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of Jefferson County, legally enforceable against it in accordance with their terms.

Section 6 - Jefferson County's General Obligations § 6.1 General. Jefferson County shall reasonably ensure the performance of all of the following, all of which shall be provided to the Corporation at no cost: any patient, payor or provider to discontinue or forego entering into any business or service relationship with Jefferson County or any of its affiliates for the provision of medical services, or solicit or in any manner attempt to solicit or induce any person employed by or serving as an agent of Jefferson County or any of its affiliates to terminate such person's association or contract of employment or agency, as the case may be, with Jefferson County or any of its affiliates.

§ 7.2 Community. Jefferson County and the Corporation agree to use their mutual best efforts to reasonably inform the medical community and general community of Jefferson County, Alabama of the capability of the Clinic's programs.

Section 8 - Term and Termination.

§ 8.1 Term. Agreement shall be for a one (1) year period beginning March 1, 2017, with the option to renew for two additional years.

§ 8.2 Termination for Cause after Notice of Breach. Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement and no actions to cure such material breach have been initiated in the manner described in this paragraph. The party electing to terminate this Agreement shall provide the breaching party with not less than fifteen (15) days advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement may terminate at the end of the fifteen (15) day period immediately upon notification by the non-breaching of the desire to so terminate.

§ 8.3 Immediate Termination. Either party may elect to terminate this Agreement upon thirty (30) days prior written notice to the other or immediately upon the closure of the Clinic.

§ 8.4 Obligations after Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing through the date and time of termination and any obligations, promises or agreements herein which expressly extend beyond the termination.

§ 8.5 Impact of Termination. In the event that either Jefferson County or the Corporation terminates this Agreement prior to the expiration of the Initial Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial Term would have expired. The provisions of this § 8.5 shall survive termination of this Agreement.

Section 9 - Insurance and Indemnification.

§ 9.1 Insurance. During the term of this Agreement, professional liability insurance shall be ensured by the Corporation for its physicians with such carrier, trust, or other program or self-insurance program as the Corporation shall select, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The Corporation agrees to provide evidence of such coverage upon request of Jefferson County.

§ 9.2 Indemnification. Jefferson County and the Corporation shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors and neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

Section 10 - Miscellaneous Provisions.

§ 10.1 Notice. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this § 10.1. The respective addresses are:

If to Jefferson County:

County Manager
Suite 251
Jefferson County Courthouse
716 Richard Arrington Blvd. N.
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney
Suite 280
Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

If to the Corporation:

Cahaba Medical Care Foundation
405 Belcher St.
Centreville, AL 35042
Attn: John B. Waits, MD, CEO

With a copy to:
Cahaba Medical Care Foundation
405 Belcher St.
Centreville, AL 35042
Attn: Kay Cox, COO & Counsel

§ 10.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§ 10.3 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

§ 10.4 Assignment. The Corporation may not assign any of its rights or obligations hereunder without the prior written consent of Jefferson County. Jefferson County may assign this Agreement to any affiliate of Jefferson County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

§ 10.5 Independent Contractors. The Corporation acknowledges that it (and each of its physicians) is an independent contractor and not an agent or employee or joint venturer of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the Corporation understands and agrees that this Agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the Corporation. The Corporation shall not represent itself to any third party as an agent or employee of Jefferson County. The Corporation shall withhold and pay all Federal, Social Security taxes, Federal and State unemployment taxes, and all similar payroll taxes, including workers' compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

§ 10.6 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to a party to refer any patients to, or order any goods or services from, the Clinic. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Anti-kickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law or regulation relating to criminal mail, wire fraud, or health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

§ 10.7 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of Jefferson County and the Corporation. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement, including, without limitation, any of the Corporation's physicians.

§ 10.8 Governing Law. The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered at the Clinic pursuant to this 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.

§ 10.9 Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel and by an authorized representative of the Corporation.

§ 10.10 Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

§ 10.11 Waiver. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any right, power or privilege hereunder be construed as a waiver at any subsequent time of the same or another right, power or privilege.

§ 10.12 Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

§ 10.13 Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is

governed by the requirements of 42 U.S.C. Section 1395x (v) (1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Jefferson County, its representatives, the Corporation, or the Corporation's physicians by virtue of this Agreement.

§ 10.14 Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of either party's operations under this Agreement, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

§ 10.15 Confidentiality and Disclosure of Patient Information. The Corporation acknowledges that in the course of fulfilling its obligations under this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). Jefferson County and Corporation shall enter into a mutually acceptable Business Associate Agreement, substantially in the form attached hereto as Exhibit C, with respect to the duties of the parties and their representatives and employees in using and disclosing Protected Health Information of Corporation, Corporation's physicians and their patients. Any breach of this section of the Agreement shall permit Corporation to terminate this Agreement immediately, upon written notice to Jefferson County. The obligations of this §10.15 shall survive the termination of this Agreement.

§ 10.16 Non-Discrimination Policy: Jefferson County is strongly committed to equal employment opportunity and to equal treatment in healthcare and it encourages contractors to share this commitment. The Corporation agrees not to discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, sexual orientation, gender identity or expression, disability or veteran status in any term or condition of employment or in the provision of healthcare services.

§ 10.17 County Funds Paid: Jefferson County, the Corporation, and the Corporation's representative signed below certify by the execution of this Agreement that no part of the funds paid by Jefferson County and or the State of Alabama 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 Corporation 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 Jefferson 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 the Corporation shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

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

§ 10.19 Statement of Compliance with Alabama Code Section 31-13-9. By signing this Agreement, 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.

§ 10.20 Statement of Compliance with Alabama Act 2016-312. - Contractor 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 entity based in or doing business with a jurisdiction with which this state enjoys open trade.

§ 10.21 Independent Practice of Medicine. It is agreed and acknowledged by the parties that, as independent contractors, nothing in this Agreement shall be interpreted as limiting or restricting the right of Corporation's physicians to engage in the practice of medicine, subject to appropriate laws, regulations and reasonable policies and procedures of the Clinic. Jefferson County shall neither have nor

exercise any control over the professional medical judgment or methods of clinical practice of Corporation's physicians in the performance of medical services on behalf of the Corporation at the Clinic as a result of the entry into this Agreement.

§ 10.22 Interpretation. This Agreement has been negotiated at arm's length by both parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

§ 10.23 Force Majeure. Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

§10.24 Further Assurances. The parties agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Jefferson County and the Corporation have duly executed this Agreement as of the dates set out beneath their respective signatures.

THE CORPORATION:
CAHABA MEDICAL CARE FOUNDATION
CEO

Date: 11/29/2016

JEFFERSON COUNTY:
JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

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

APR-6-2017-235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove the following equipment from fixed assets, be approved.

DISPOSAL

Emergency Management Agency (EMA):

14000000721-00	Projector Multimedia Video	Obsolete
140000005909-00	Personal Computer Server	Obsolete
160000000899-00	SUV AT4 Tahoe 99	Obsolete
160000000900-00	SUV AT4 Tahoe 99	Obsolete
160000000994-00	PU 6K F150-00	Obsolete
160000000995-00	Sedan 4 Door CV 00	Obsolete
160000001410-00	Breathing Air Module	Obsolete
160000001411-00	Enclosed Fill Station	Obsolete
160000001600-00	Chemical Detection Device	Obsolete
160000001601-00	Chemical Detection Device	Obsolete
160000001602-00	Chemical Detection Device	Obsolete
160000001603-00	Chemical Detection Device	Obsolete
160000002374-00	Chemical Detection Device	Obsolete
160000002377-00	Bessemer Haz. Mat. Package	Obsolete
160000002386-00	Bessemer Haz. Mat. Package	Obsolete
160000005018-00	Repeater	Obsolete

Fleet Management:

160000005285-00	SUV AT2 Expedition 08	Obsolete
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Probate Court:

140000002249-00	Micro Film Reader Printer – Bella	Obsolete
140000002250-00	Micro Film Reader - Bella Howell	Obsolete
140000007498-00	Printer, Microfilm Reader/Printer	Obsolete
140000007497-00	Printer, Microfilm Reader/Printer	Obsolete

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

APR-6-2017-236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Richard-Allen Scientific Company through Thermo Scientific for annual preventative maintenance in the amount of 7,954.00.

Richard-Allen Scientific
4481 Campus Drive

Terms and Conditions of Sale

1. GENERAL. This "Agreement" constitutes a contract between Richard-Allan Scientific Company, part of Thermo Fisher Scientific (hereinafter also referred to as the "Contractor") and the Customer, when accepted in writing by the Contractor. Any of the terms or provisions of the Customer's order which are in any way inconsistent with, or in addition to, the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by its authorized representatives.
2. SCOPE. During the term of this Agreement, Customer hereby engages Contractor and Contractor agrees to perform the tasks, obligations, and services set forth in the Product Support Agreement ("PSA")
3. EXCLUSIONS. Scope of work not covered under this Agreement will be quoted and billed on a "Time and Material" basis. Contractor shall invoice Customer for such work, as incurred, and Customer shall pay such invoices within the time specified thereon. Any products sold to Customer by Contractor shall be subject to Contractor's standard terms of sale related to products.
4. TERM. This Agreement shall remain in effect for the entire duration of the PSA, from the date executed, unless sooner terminated as provided herein.
5. COMPENSATION. Contractor will be compensated for all work performed under the PSA on the basis set forth herein.
6. PRICES & TAXES. All prices are stated in U.S. dollars and are exclusive of any federal, state, municipal, or other government tax, customs duties or other charges, now or hereinafter imposed upon the production, storage, sale, transportation, or use of the product and / or services offered by the Contractor. Such taxes or other charges shall be paid by Customer. "Seller's Plant" means Thermo Fisher Scientific's facility in Kalamazoo, MI.
7. PURCHASING. Customer shall submit one (1) Purchase Order for the total amount covering the entire term of the PSA.
8. PAYMENT. Contractor shall invoice Customer In advance, for services specified in this Agreement. Payment of such invoices is due within 30 days of invoice date. On accounts showing as past due (defined as having an outstanding balance of 45 days or more), Contractor reserves the right to suspend services until the account is returned to current status. If Customer fails to pay any amounts when due, Customer shall pay Thermo Fisher Scientific interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses incurred by Thermo Fisher Scientific in collecting such overdue amounts or otherwise enforcing its rights hereunder,

9. REIMBURSEMENT OF EXPENSES. Excluding those specified within the PSA, Contractor will be reimbursed for all reasonable and necessary expenses incurred in connection with the performance of its duties under this Agreement. Contractor shall provide an itemized accounting as well as documentation and receipts to support reimbursable expenses. Specific Exclusions: The following services, as listed below, are not included in the PSA (this work will be considered an "Exclusion" to this Agreement and may be quoted and billed on a "Time and Material" basis): (a) Repair of damage not caused by Contractor including without limitation, damage resulting from accident, negligence, transportation, neglect or misuse, failure or fluctuation of electrical or other power, telephone equipment or communication lines failure, use of parts which do not adhere to Thermo Fisher Scientific's approved specifications, modifications to software, or causes other than ordinary use. (b) Work required as a result of maintenance or repair performed by anyone other than authorized Thermo Fisher Scientific personnel or as a result of improper operation, repair, maintenance, or modification by Customer or other third party. (c) Service on equipment connected to other devices or service on equipment that is not reasonably physically accessible. (d) Work requested on account of damages arising from a catastrophe such as wind, flood, lightning, earthquake or other such phenomenon. (e) Work resulting from changes in specification of the supplied equipment / system. (f) Work resulting from changes in equipment / system configuration required as a result of Customer's modification of plant operation. (g) Work requested by the Customer for rearrangement, such as additional wiring, rewiring, moving other equipment or cables, relocating equipment or repairing a previously prepared site. (h) Electrical or mechanical work external to the equipment. (i) Adding or removing accessories, attachments, or other devices not supplied by Contractor. (j) Painting, refinishing, or furnishing materials for any of the foregoing. (k) Work requested by the Customer to diagnose or identify a corrective action, the source of which is not attributable to Contractor or to the supplied equipment / system. (l) If the work of a Thermo Fisher Scientific employee is postponed or suspended by Customer, or is delayed or does not proceed with reasonable dispatch, due to no fault of Thermo Fisher Scientific, Thermo Fisher Scientific may withdraw the person or return another service representative to the job when needed and available, and any additional casts (including travel time and expenses) incurred by Thermo Fisher Scientific because of this will be an additional charge to the Customer. Charges for Services: Charges for services shall include Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions: (a) Work Time -shall include all hours that Thermo Fisher Scientific service personnel are on the Customer's job site, either working or ready for work and shall be payable at the applicable specified rates. (b) Travel Time -shall include the time spent by Thermo Fisher Scientific service personnel in traveling between their customary headquarters and the Customer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Travel Time shall be paid for at the applicable rate and Travel Time will not be cumulative with Work Time in determining Overtime. (c) Standby Time - shall include all time that Thermo Fisher Scientific service personnel are available for work the Customer's job site, whether on the job site or not, [up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Sunday through Saturday,] Including holidays If availability has been requested by Customer. Standby Time shall be paid for at the applicable rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime. (d) Straight Time Rate-this rate shall be

paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday, between 8:00 a.m. and 5:00 p.m. (e) Time and One-Half Rate - the rate of one and a half times the Straight Time Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m., but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. (f) Double Time Rate-the rate of twice the Straight Time Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time on Sundays and holidays. Holidays shall be those observed by Thermo Fisher Scientific. Standard Rates: (a) Classification of employee: Service Engineer; (b) Straight Time Rate: \$285.00 per hour; and (c) Travel Time Rate: \$285.00 per hour.

10. DELIVERY AND TITLE. Except where specified within the PSA, Contractor shall deliver any and all shipments exports, Kalamazoo, Michigan, USA, or other point of origin, to the carrier designated by the Customer. Title and risk of loss and / or damage in transit shall pass from Contractor to Customer at that time. In the event Customer is unable to take delivery when scheduled, Contractor is hereby authorized to "ship-in-place"; Customer agrees to take title and pay all invoiced amounts as if delivered. In addition, Customer agrees to pay any and all associated storage costs.

11. ACCESS TO CUSTOMER'S FACILITIES. In connection with Contractor's performance of service hereunder at Customer's facilities (if necessary or appropriate), Customer shall allow Contractor, at no charge to Contractor (a) full and free access to all equipment specified under this Agreement and any and all associated peripheries; (b) to use necessary machines, communications facilities and the like; and (c) to use other reasonable facilities, including without limitation secure storage space and a designated work area with adequate heat and light.

12. PROPRIETARY INFORMATION. All proprietary information which is specifically designated as such, disclosed by either party to the other in connection with this Agreement, shall be used solely for design, manufacture, installation, operation, maintenance, or support of the specified equipment, software, and services furnished under this Agreement only, and shall be protected by the recipient from disclosure to others with the same degree of care as that which is accorded its own proprietary information.

13. FORCE MAJEURE. Contractor shall not be liable to Customer for any delay or failure by Contractor to perform its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Contractor including, without limitation, delays caused by labor disputes, strikes, other labor or Industrial disturbances, acts of God, floods, power outages or power surges, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockages, action, restrictions, regulations or orders of any government, agency or subdivision thereof, or temporary unavailability of qualified service personnel at Contractor's offices due to service call(s) received prior to Customer's call.

14. LIMITED WARRANTY; DISCLAIMER. Thermo Fisher Scientific's sole obligation under this Agreement is to provide service as described herein. Thermo Fisher Scientific MAKES NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Limitations: The following shall not be covered under Contractor's warranty: (a) Exceptional Causes of Equipment Malfunction. Repair of equipment malfunction for the following abnormal conditions is not covered by this Contract and will be performed by Thermo Fisher Scientific at its current service rate for travel, labor and parts: (i) Shipping damage incurred en-route to Customer's site or because of moving equipment. Thermo Fisher Scientific will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage. (ii) Flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters. (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation. (iv) Repairs, maintenance, or modifications made by anyone other than Thermo Fisher Scientific trained personnel or without Thermo Fisher Scientific's supervision and/or approval. (v) Relocation and reinstallation of equipment are not covered under this Contract; although upon request Thermo Fisher Scientific will supervise the removing, crating, relocation and reinstallation of equipment at Thermo Fisher Scientific's current service rate. (b) Maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage is not covered by this Contract. (c) The service of non-Thermo Fisher Scientific material or equipment is not covered by this Contract. This includes non-Thermo Fisher Scientific material or equipment purchased for Engineering Specials. (d) Beta-site support is not covered by this Contract. (e) Service calls made to train operators, repair an equipment malfunction and it is found that the fault is not with the equipment, are not covered by this Contract.

15. TERMINATION FOR BANKRUPTCY. Contractor shall have the right at Its option to terminate this Agreement immediately upon written notice to Customer in the event: (a) of an assignment by Customer for the benefit of creditors; (b) of Customer's insolvency; (c) of Customer's dissolution or loss of charter by forfeiture; (d) Customer is adjudged bankrupt or insolvent by a court of competent jurisdiction; (e) a trustee or receiver is appointed for Customer or its assets or any substantial part thereof; (f) Customer files a voluntary petition under any bankruptcy or other similar law providing for reorganization, dissolution or liquidation; or (g) Customer shall consent to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof; or (h) contractor fails to prove a default hereunder.

16. EFFECT OF TERMINATION. Customer may terminate this Agreement for any reason at any time with a sixty (60) days written notice to Contractor. In the event that the Agreement is terminated Contractor shall credit Customer a pro-rated amount based on service performed. If no service is performed, Customer shall receive a full pro-rated refund for the remainder of the service period. If Service has been performed, the cost of the services will be deducted from the refundable amount.

17. INDEMNITY. To the extent of its own negligence or willful misconduct, Contractor agrees to indemnify, defend and hold harmless Customer, its officers, directors, and employees from and against

any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses, for injury to or death of persons or damage to property in connection with the performance of Contractor's obligations under this Agreement. Customer shall provide to Contractor prompt written notice of any third party claim covered by Contractor's indemnification obligations hereunder, Contractor shall have the right to assume exclusive control of the defense of such claim or, at its option, to settle the same. Customer agrees to cooperate reasonably with Contractor in connection with the performance of Contractor of its obligations under this Section. Customer hereby represents that Customer maintains public liability and property damage insurance and Worker's Compensation or other applicable insurance adequate to cover any such claims by its agents, employees, consultants or representatives. Customer shall indemnify, defend and hold harmless Contractor, its officers, directors and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) for injury to or death of persons or damage to property in connection with Contractor's obligations under this PSA.

18. LIMITATION OF LIABILITY. Contractor's total liability hereunder shall not exceed the amount paid for services or support by Customer to Contractor for the three (3) months immediately preceding the occurrence giving rise to any claim by Customer. IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY WARRANTY OR COVENANT CONTAINED HEREIN OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL OR CLAIMS OF CUSTOMER OR OF CUSTOMER'S EMPLOYEES OR AGENTS.

19. MISCELLANEOUS. This Agreement and / or any right or obligation herein shall not be assigned or delegated by the Customer without the prior written approval of the Contractor. Both parties will comply with applicable codes and federal, state, and local laws and regulations regarding their obligations under this PSA. The Invalidity of any provision hereof shall not affect the validity of the remaining provisions hereof. This Agreement, with its Exhibits, constitutes the entire understanding between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and temporary agreements, understandings and negotiations and discussions, written or oral, of the parties hereto, relating to the subject matter of this Agreement, This Agreement may only be amended by a written instrument duly executed by both parties.

20. GOVERNING LAW; TRIAL BY JURY. This Agreement shall be governed by the laws of the State of Michigan. QUOTED PRICING DOES NOT INCLUDE STATE, LOCAL OR USE TAXES. SERVICE CONTRACT QUOTATIONS VALID FOR 60 DAYS. By signing and returning this quotation, the Customer hereby agrees to be bound by the above Thermo Fisher Scientific Product Support Agreement Terms and Conditions.

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

APR-6-2017-237

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and The Board of Trustees of The University of Alabama in the amount of \$79,226.00.

The University of Alabama at Birmingham
FEE-FOR-SERVICE AGREEMENT

This Fee-for-Service Agreement is by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("University") and Jefferson County Commission, Jefferson County, Alabama a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services, ("Contractor"), and is subject to the terms and conditions set form herein below.

ARTICLE I: STATEMENT OF WORK. By entering into this Agreement, the Contractor agrees to perform the scope of work outlined in Attachment A.

ARTICLE II: PAYMENT FOR WORK. The University will pay the Contractor for the Work performed, based on the Fee Schedule detailed in Attachment B, which is incorporated into and made a part of this Agreement. Total compensation under this agreement shall not exceed 79,226, without written agreement of the parties.

ARTICLE III: PAYMENT SCHEDULE. The University shall make payment(s) to the Contractor, for Work performed, within (30) days of receipt of invoice, unless contested by the University.

ARTICLE IV: PERIOD OF PERFORMANCE. The performance of this Agreement shall begin on September 30, 2016, and shall not extend beyond September 29, 2017, except by written agreement of the parties.

ARTICLE V: TERMINATION. Performance under this Agreement may be terminated by the University or the Contractor upon 30 days' written notice. Upon notice of termination by the University, the Contractor will cease Work immediately and will be entitled to be reimbursed for any costs and non-cancelable commitments incurred in the performance of the Work, prior to the receipt of notice of termination from the University. Reimbursement shall not exceed the total cost specified in Article III, unless provided otherwise by written agreement of the parties.

ARTICLE VI: PROPRIETARY INFORMATION. The free dissemination of information is an essential and long-standing policy of the University. However, under exceptional circumstances, the University recognizes

that it may properly hold in confidence information supplied by a Contractor, which the University considers essential for the conduct of the Work. Accordingly, the University's acceptance and use of any proprietary information, which may be supplied by the Contractor in the course of the Work, shall be subject to the following:

(a) The information must be marked or designated in writing as proprietary to the Contractor.

(b) The University retains the right to refuse to accept any such information.

(c) If the University accepts such information as proprietary, it agrees to exercise all reasonable efforts not to reveal the information to others without the permission of the Contractor, unless the information has already been or is subsequently disclosed publicly by third parties, was previously known or subsequently discovered independently by the University, without the benefit of the proprietary information, or is required to be disclosed by order of a court of law or other governmental authority. It is agreed that such reasonable efforts by the University or other governmental authority will be in lieu of all other obligations or liabilities of the University relative to proprietary information.

ARTICLE VII: REPORTS. The Contractor shall furnish the University such written reports/results of the Work, at designated times, as may be required by the University.

ARTICLE VIII: USE OF NAMES. Neither party will use the name of the other or the name of any of the other's employees in any form of publicity without the written permission of the other. In the case of the University, permission of the University Media Relations Office is required.

ARTICLE IX: ASSIGNMENT. The Contractor may not assign, delegate or subcontract the duties and obligations of this Agreement without the express, written consent of the University. All assignees, delegates or subcontractors will be bound by the requirements of this Agreement.

ARTICLE X: THIRD-PARTY BENEFICIARY. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. No third-party beneficiary rights or benefits whatsoever are expressly or impliedly provided herein.

ARTICLE XI: INDEPENDENT CONTRACTOR. At all times during the performance of the Work that is the subject of this Agreement, the relationship of the Contractor to the University shall be that of independent contractor. Neither the Contractor, nor any officer, employee nor agent of the Contractor shall be entitled to any benefit of employment by the University. Neither party is authorized to act as the agent of the other, nor shall either party be bound by the acts of the other. Contractor and its officers, employees, and agents will adhere to UAB Policies found on <http://financialaffairs.uab.edu>.

ARTICLE XII: NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by United States mail, postage prepaid to:

UAB - UNIVERSITY CONTRACTS
ADMINISTRATION BUILDING 620
1530 3RD AVE S
BIRMINGHAM, AL 35294-0109

COUNTY MANAGER
SUITE 251
JEFFERSON COUNTY COURTHOUSE
716 RICHARD ARRINGTON, JR BLVD N
BIRMINGHAM, AL 35203

ARTICLE XIII: REPRESENTATIONS AND WARRANTIES BY CONTRACTOR. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

ARTICLE XIV: NO BENEFIT CERTIFICATION. By accepting this agreement, Contractor certifies that no University employee or official, and no family members of a University employee or official, will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.

ARTICLE XV: FEDERAL HEALTHCARE PARTICIPATION CERTIFICATION (APPLICABLE ONLY TO AGREEMENTS WITH UNIVERSITY HOSPITAL). Contractor represents and warrants that Contractor and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Contractor shall immediately notify Facility in the event that Contractor is no longer able to make such representations, and Facility may upon five (5) business day's written notice terminate this Agreement.

ARTICLE XVI: ALABAMA TAX CERTIFICATION (APPLICABLE TO AGREEMENTS FOR THE PURCHASE OR LEASE OF TANGIBLE PERSONAL PROPERTY). In accordance with Section 41-4-116 of the Code of Alabama, by accepting this agreement, Contractor certifies that Contractor is appropriately registered to collect and remit sales, use, and lease tax on all taxable sales and leases of personal property in Alabama and

that Contractor is not barred from bidding for or entering into a contract pursuant to Section 414-116 and that Contractor acknowledges that University may declare the Agreement void if this certification is false.

ARTICLE XVII: GOVERNING LAW. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

ARTICLE XVIII: RESOLUTION OF DISPUTES. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama, UAB, as a division of The Board of Trustees of the University of Alabama, is a state agency and cannot waive immunity conferred on it by Ala. Const. Art. I § 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74)

ARTICLE XIX: LIABILITY. University and Contractor shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. University is not authorized to and does not indemnify, hold harmless, and cannot defend Contractor or any third party for any liability that may result from activities under this Agreement.

ARTICLE XX: LOSS OF FUNDING. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Alabama State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder, Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

ARTICLE XXI: LIMITATIONS. The parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on University except to the extent authorized by the laws and constitution of the State of Alabama.

ARTICLE XXII: ENTIRE AGREEMENT MODIFICATIONS. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA FOR
THE UNIVERSITY OF ALABAMA AT BIRMINGHAM
Stephanie Mullins
03/03/17

CONTRACTOR:
Date:

Attachment A

Scope of Work

The contractor agrees to provide the following for participants of the Jefferson County Drug Court and Family Drug Court Programs- (1) Accept referrals from UAB Substance Abuse Programs for evaluation and provide medication assisted treatment if appropriate; (2) Maintain close communication with UAB Substance Abuse Programs to review patient adherence to treatment plan and make necessary updates; (3) Be responsible for the submission of invoices and supporting documentation to UAB Substance Abuse Programs.

Attachment B

Fee Schedule

Payment period: Monthly
Amount per payment period:

Medication Per Patient	Maximum Monthly Reimbursement
Suboxone	\$400.00
Vivitrol	\$600.00

Note: The duration of patient participation may be limited by UAB Substance Abuse. Reimbursement will only be provided for patients who present a Cooper Green MAT Voucher.

Invoices should be submitted by the 15th of each month following a month of services provision.

[Signature Page]

STATE OF ALABAMA)

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

Date: 4/6/17

THERMO-FISHER SCIENTIFIC:

Jennifer Jaukowski

Date: 3/9/17

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

APR-6-2017-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute a Deductive Change order for the agreement between Jefferson County, Alabama and Shook & Fletcher Mechanical Contractors, Inc. for the project titled "Bessemer Boiler upgrade and pump replacement", to reconcile Construction Change Directives and reduce the contract by (\$40,522.00) and to increase the contract completion date by 141 calendar days.

AIA Document G701™ - 2001
Change Order

PROJECT (name and address):
Jefferson County Bessemer Courthouse
Annex and Jail Boiler Upgrade and Pump
Replacement

CHANGE ORDER NUMBER: 001
DATE: March 1, 2017

TO CONTRACTOR (Name and address):
Shook & Fletcher Mechanical
Contractors, Inc.
2915 Richard Arrington Jr., Blvd. North
Birmingham, Alabama 35203

ARCHITECT'S PROJECT NUMBER: MWDDA 213186
(Substitute "Engineer" for "Architect" in this document.)
CONTRACT DATE: 1-8-16
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS: (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) this change order reduces the

contract amount by the amount of the contingency not used in this project. The contract contingency of \$75,000.00 was reduced by CCD#1 by \$29,959.00 and CCD#2 by \$4,519.00 for a total reduction of \$34,478.00. Therefore, the unused contingency is \$40,522.00 and the original contract amount is reduced by this amount. See attached CCD#1 and CCD#2.

The original Contract Sum was	\$899,997.00
The net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$899,997.00
The Contract Sum will be decreased by this Change Order in the amount of	\$40,522.00
The new Contract Sum including this Change Order will be	\$859,475.00

The Contract rime will be increased by Zero (141) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 28, 2017.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MW/Davis Dumas & Associates, Inc.
ARCHITECT (Firm name)
2720 3rd Avenue South
Birmingham, Alabama 35233
James Robinson
March 1, 2017

Shook & Fletcher Mechanical Contractors, Inc.
CONTRACTOR (Firm name)
2915 Richard Arrington Jr., Blvd. North
Birmingham. Alabama 35203
Trace Traywick

Jefferson County Commission
OWNER (Firm name)
Jefferson County Courthouse
715 Richard Arrington Jr., Blvd. North
Birmingham, Alabama 35203
James A. Stephens, President
4/6/17

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

APR-6-2017-239

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute an agreement between Jefferson County, Alabama and Whitaker & Rawson, LLC to provide design, construction documents and contract administration for General Services FY 17 Mechanical Assets Program in the amount of \$112,750.00.

{STATE OF ALABAMA
{JEFFERSON COUNTY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into on March 1, 2017, by and between Jefferson County Commission, hereinafter called "the County, and Whitaker & Rawson Consultants Engineers, Li located at 3332 Old Montgomery Hwy. Suite 103, Birmingham, AL 35209, hereinafter called "the Engineer."

WHEREAS, the County desires to contract for Professional Engineering Services;

WHEREAS, the Engineer desires to furnish said services to the Jefferson County General Services Department;

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

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

SCOPE OF SERVICES: 1. Investigate design and implementation options for the replacement of three cooling towers and one boiler located at the Birmingham courthouse and two cooling towers located at the Family Courts / Youth Detention facility 2. Develop and conduct contractor per qualification process; including advertisement, contractor qualification requirements, evaluations and recommendations 3. Develop complete construction documents; plans and specifications as need to successfully replace the described equipment. Provide construction administration services including but not limited to providing a budget estimate, develop and coordinate project advertisement, conduct pre-bid meeting, bid opening, bid evaluation, bid tabulation, develop owner contractor agreement, notice to proceed, contractor submittal reviews, conduct project progress meetings, progress reporting minutes and project closeout document reviews.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 24 months beginning March 1, 2017 through February 28, 2019 or completion of the specified project.

COMPENSATION: Phase I: Boiler analysis Lump Sum \$4,500.00

Phase II: Design / Construction Administration Engineering Fee *9 % of Construction

*State of Alabama Building Commission Professional Services fee rate schedule, based on a preliminary construction budget of \$1,125,000.00 Additional Services based on an Hourly rate per Attachment "A"

Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing and reprographic services, project advertisement, travel, delivery, courier and shipping services, CADD plots and any miscellaneous in-house and outside expenses incurred while providing said services. Reimbursable expenses are in addition to the estimated fee amount and will be billed on a monthly basis at a rate of (x1.0) times cost. If required, Specialty or Sub-Consultants fees shall be billed at a rate of (x1.1) times invoiced amount.

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: Douglas E. Rawson, P.E., LEED AP
Whitaker & Rawson, LLC
3332 Old Montgomery Hwy, Suite 103
Birmingham, Alabama 35209

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

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

Engineer
Douglas E. Rawson, P.E., LEED AP

Jefferson County, Alabama
James A. Stephens

Principle 2/24/17
4/6/17

President, Commissioner

PROFESSIONAL SERVICE TERMS AND CONDITIONS

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

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

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

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

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Engineers to share this commitment. Engineer 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.

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

TERMINATION FOR CONVENIENCE: This contract may be terminated by the either Party for convenience with a thirty (30) day written notice to the other Party.

TERMINATION FOR BREACH: 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 Engineer of any liability to the County for damages sustained by virtue of a breach by the Engineer.

LIABILITY:

A. The Engineer 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 Engineer 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 Engineer, its agents, sub Consultant or employees under this contract County agrees, to the extent allowed by law, to indemnify and save harmless the Engineer, 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, sub Consultant or employees under this contract.

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

INSURANCE: The Engineer will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured by Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Engineer is also required to include the bid number on the evidence of insurance. The Engineer must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

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 Engineer, its employees, agents, representatives, or sub Consultants, 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 sub Consultants 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.

COUNTY FUNDS PAID: Engineer and the Engineer 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 Engineer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Engineer shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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.

[End of document]

(Document revised 9/5/2013)

Customer Initials: JS

ATTACHMENT A

JEFFERSON COUNTY GENERAL SERVICES
FY 2017 Mechanical Asset Program

Whitaker & Rawson Engineers, LLC
Fee Schedule 2017

Additional Services

Additional services, if required and authorized by Owner will be billed at an hourly, at the billing rates listed below. These rates shall be adjusted annually in accordance with normal salary review practices of the Consultant.

Principle	150.00
Sr. Project Manager	120.00
Project Manager	110.00
Sr. Engineer	110.00
Sr. Designer	110.00
Field Representative	95.00
Jr. Engineer/Designer	95.00
Engineer Intern	90.00
Jr. Designer	85.00
Drafting/CAD	70.00
Clerical	65.00
Co-op	55.00

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

APR-6-2017-240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Village Creek

Human & Environmental Justice Society, Inc., for the purpose of organizing a three day event on September 14 – 16, 2017, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek, in the amount of \$5,000.00.

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, Village Creek Human and Environmental Justice Society, Inc. ("Village Creek"), applied for a grant of funds for \$5,000.00; and

WHEREAS, Village Creek is a 501(c) (3) organization which seeks to organize a three day event on September 14-16. 2017, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek; and

WHEREAS, Village Creek meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$5,000.00 to Village Creek 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 March 31, 2018.
2. The County shall pay to Village Creek a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Village Creek shall use the public funds to assist in organizing a three day event on September 14-16, 2017, using local students from the Jefferson County and Birmingham City Schools, to clean up Village Creek.

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

4. Village Creek 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 March 31, 2018, whichever shall occur first.
5. Village Creek 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 Village Creek, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Village Creek 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 Village Creek 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 Village Creek, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

VILLAGE CREEK HUMAN AND
ENVIRONMENTAL JUSTICE SOCIETY, INC.

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

APR-6-2017-241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the

Birmingham Board of Education for the John Herbert Phillips Academy Golf Team in the amount of \$1,500.00.

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 Birmingham Board of Education ("Birmingham BOE"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Birmingham BOE is a tax exempt non-profit educational institution which seeks assistance in funding the John Herbert Phillips Academy Golf Team. The funds will be used to assist in the purchase of equipment and transportation of players; and

WHEREAS, Birmingham BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$1,500.00 to Birmingham BOE, 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 April 30, 2018.
2. The County shall pay to Birmingham BOE a lump sum payment of \$1,500.00 upon execution of this agreement.
3. Birmingham BOE shall use the public funds to assist in the purchase of equipment and transportation of players.

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

4. Birmingham BOE 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 April 30, 2018, whichever shall occur first.

5. Birmingham BOE 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

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

6. The Birmingham BOE 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 Birmingham BOE 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 Birmingham BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

BIRMINGHAM BOARD OF EDUCATION FOR
JOHN HERBERT PHILLIPS ACADEMY
GOLF TEAM

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

APR-6-2017-242

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Delta Inc., in the amount of \$2,500.00.

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, Developmental Enhancement Leadership & Training Alliance, Inc. ("DELTA, Inc."), applied for a grant of funds for \$2,500.00; and

WHEREAS, DELTA, Inc. is a 501(c) (3) organization which seeks funding for "The 2017 Tuxedo Junction Era Extravaganza", a historical and cultural event scheduled for April 1, 2017, at the A. H. Parker High School, which features Carol Pratt Ealons, Birmingham native and author of Tuxedo Junction Right Back Where I Belong, and is free and open to the public; and

WHEREAS, DELTA, Inc. meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$2,500.00 to DELTA, Inc., 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 April 30, 2018.
2. The County shall pay to DELTA, Inc. a lump sum payment of \$2,500.00 upon execution of this agreement.
3. DELTA, Inc. shall use the public funds to assist in funding "The 2017 Tuxedo Junction Era Extravaganza", a historical and cultural event scheduled for April 1, 2017, at the A. H. Parker High School, which features Carol Pratt Ealons, Birmingham native and author of Tuxedo Junction Right Back Where I Belong, and is free and open to the public.

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

4. DELTA, Inc. 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 April 30, 2018, whichever shall occur first.

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

6. The DELTA, Inc. 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 DELTA, Inc. 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 DELTA, Inc. nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

DEVELOPMENTAL ENHANCEMENT

LEADERSHIP & TRAINING ALLIANCE, INC.

Cynthia Daniels, Treasurer

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

APR-6-2017-243

WHEREAS, Jefferson County authorized in its year 2016 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans authorize the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Jones Valley Contractors was selected through the competitive bid process to provide septic tank repairs and installations in support of Jefferson County's Emergency Home Repair Programs; and

WHEREAS, an additional \$65,000.00 in CDBG funds is required to carry out this activity.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #2 to the Agreement between Jefferson County and Jones Valley Contractors in the amount of \$65,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

ADOPTED: 4/6/17

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

APR-6-2017-244

WHEREAS, Jefferson County authorized in its year 2016 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans authorize the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, S & W Construction was selected through the competitive bid process to provide roofing replacement in support of Jefferson County's Emergency Home Repair Programs; and

WHEREAS, \$150,000.00 in CDBG funds is required to carry out this activity.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and S & W Construction in the amount of \$150,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

ADOPTED: 4/6/17

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

APR-6-2017-245

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

WHEREAS, Title V111 of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens; and

NOW, THEREFORE, the Jefferson County Commission does hereby proclaim April, 2017 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

ADOPTED: 4/6/17

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

APR-6-2017-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and RITT Community Development Corporation in the amount of \$500.00.

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, RITT Community Development Corporation ("RITT"), applied for a grant of funds for \$500.00; and

WHEREAS, RITT is a 501(c)(3) organization which seeks funding to assist with exposing low income youth residing in Jefferson County to careers and role models in STEM occupations through mentoring, academic tutoring and visitations to STEM occupational facilities. The funds will be used to facilitate trips for Jefferson County youth to visit the Mercedes Plant in Vance, Alabama and Marshall Space Flight Center in Huntsville, Alabama; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$500.00 to RITT, 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 April 30, 2018.
2. The County shall pay to RITT a lump sum payment of \$500.00 upon execution of this agreement.
3. RITT shall use the public funds to facilitate trips for Jefferson County youth to visit the Mercedes Plant in Vance, Alabama and Marshall Space Flight Center in Huntsville, Alabama.

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

4. RITT shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by April 30, 2018, whichever shall occur first.

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

6. The RITT 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 RITT 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 RITT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

RITT COMMUNITY DEVELOPMENT CORPORATION
Brenda Ward

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

APR-6-2017-247
JEFFERSON COUNTY COMMISSION
RESOLUTION FOR
ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: ACAA60987 (O10) Resurfacing of 4th Avenue SW from McAdory School Road to 18th Street North, Dartmouth Avenue from SR-150 (14th Street North) to 36th Street/Bessemer City Limits.

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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 resolution on behalf of Jefferson County, Alabama.

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on 4th Avenue S W within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA60987-ATRP (010) Resurfacing of 4TH Avenue SW from McAdory School Rd to 18TH Street North, Dartmouth Avenue from SR-150 (14TH Street North) to 36th Street/ Bessemer City Limits.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A- This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes (Sheet 2K)

Please refer to: Traffic Signal Plan Notes (Sheet 2L)

Please refer to: Traffic Control Plan Standard Note Sheets (Sheets 2M-2N)

Please refer to: Traffic Control Plan and Sequence of Construction (Sheets 25-29)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary

to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 6TH day of April, 2017.

ATTEST

Millie Diliberto
County Clerk

James A. Stephens
Commission President

I, the undersigned, Clerk of the Jefferson County, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 6th day of April, 2017, which resolution is on file in the office of the County Clerk.

Given under my hand and the official seal of such County this 6th day of April, 2017.

Millie Diliberto

COUNTY CLERK

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

APR-6-2017-248
JEFFERSON COUNTY COMMISSION
RESOLUTION FOR
ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: ABRZ59462 (008) Bridge Replacement on CR-77 (Mt. Olive Road) over Locust Fork of the Black Warrior River.

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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 resolution on behalf of Jefferson County, Alabama.

RESOLUTION

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on CR-77 (Mt. Olive Road) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ABRZ59462-ATRP (008) Bridge Replacement on CR-77 (Mt. Olive Road) over Locust Fork of the Black Warrior River.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution: BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said

project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

Please refer to: (Sheets 4 - 6A)

*This project removes the existing bridge and construct the approaches and Replacement Bridge on new alignment.

Please refer to: Project Notes (Sheet 2B)

Please refer to: General Project Traffic Control Plan Notes (Sheet 2C)

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets 60 - 69)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.

3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.

4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 6th day of April, 2017.

ATTEST

Millie Diliberto
County Clerk

James A. Stephens
Commission President

I, the undersigned, Clerk of the Jefferson County, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 6th day of April, 2017, which resolution is on file in the office of the County Clerk.

Given under my hand and the official seal of such County this 6th day of April, 2017.

Millie Diliberto
COUNTY CLERK

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

APR-6-2017-249
JEFFERSON COUNTY COMMISSION
RESOLUTION FOR
ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Number: STPAA-0119 (511) Resurface, Plane, Leveling, Patching, Traffic Stripe along SR-119 from the Shelby/Jefferson County Line to SR-4(US-78).

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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 resolution on behalf of Jefferson County, Alabama.

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-119 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0119 (511) Resurface, Plane, Leveling, Patching, Traffic Stripe SR-119 from the Shelby County Line to SR-4(US-78) MP 31.700 to MP 39.595.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution: BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A- This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes (Sheets 2E-2H)

Please refer to: Traffic Signal Plan Notes (Sheet 2I)

Please refer to: General Traffic Control Plan Notes (Sheets 2J-2K)

Please refer to: Traffic Control Plan Notes (Sheets 6-14)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws

of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 6th day of April, 2017.

ATTEST

Millie Diliberto
County Clerk

James A. Stephens
Commission President

I, the undersigned, Clerk of the Jefferson County, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 6th day of April, 2017, which resolution is on file in the office of the County Clerk.

Given under my hand and the official seal of such County this 6th day of April, 2017.

Millie Diliberto
COUNTY CLERK

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

APR-6-2017-250

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Asset Management Program 2016 AMP11 Structural Defect Identification and Replacement such bids having been opened on Thursday, December 8, 2016 and listed as follows:

Contractor	Amount Bid
1. Video Industrial Services, Inc.	\$6,216,956.40
2. Suncoast Infrastructure, Inc.	\$6,294,000.00
3. Baird Contracting Company, Inc.	\$6,883,105.00

WHEREAS, after tabulation and certification by Hazen and Sawyer, P.C, it has been recommended that the contract for the Asset Management Program 2016 AMP 11 Structural Defect Identification and Replacement be awarded to Video Industrial Services, Inc., in the amount of \$6,216,956.40.

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

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

APR-6-2017-251

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement for Professional Engineering Services for the Tin Mill Road Sanitary Sewer Replacement Phase II, in the amount of \$56,350.00 between Jefferson County and Engineers of

the South, LLC. This agreement provides for engineering design and survey for additional sanitary sewer pipe replacement.

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

APR-6-2017-252

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and the Office of Prosecution Services for the annual compensation of Minnie Tunstall, District Attorney, Bessemer Division in the amount of \$77,022.48.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT
RECITAL

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer Assistant District Attorneys. The law also requires the state to pay a portion of the compensation for some of the District Attorneys. Where the compensation responsibility is divided between the County and the State, the Assistant District Attorney's pension membership is also divided between the County pension and the State pension. Through this agreement, the parties establish an option for the District Attorneys and the Assistant District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family overage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Assistant District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension. WITNESSETH

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney, the District Attorney for the Bessemer Division and the Assistant District Attorneys in both divisions agree as set out below

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a. The respective salary amounts for ADA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys' Offices and directed to be payable by Jefferson County as salary compensation;
- b. An amount equal to 3% of the salary compensation representing an employer pension match;
- c. An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the ADA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Assistant District Attorney hereby elects to have his County- provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
2. By execution below the District Attorney hereby endorses and approves the above election of the Assistant District Attorney.
3. The County hereby agrees to make quarterly payments in advance, no later than the 10' day of the months of January, April, July and October of each year, of the County-Provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State provided compensation and paid to the assistant district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Assistant District Attorneys and changes in insurance coverage and the amount paid by the State.
5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.
6. The effective date of this Agreement shall be October 18, 2004, or upon the effective date of the undersigned ADA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens
Jefferson County Commission President

District Attorney, Bessemer Division

Assistant District Attorney
Bessemer Division

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

APR-6-2017-253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an agreement between Jefferson County, Alabama and Public Resources Advisory Group (PRAG) to provide for financial advisory services in connection with matters of debt and financial management, in the amount of \$40,000.00.

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Public Resources Advisory Group, Inc, (hereinafter called "PRAG") to provide financial advisory services to the County. The effective date of this amendment is May 22, 2017.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE, in consideration of the above, the contract between the parties which was approved by the Jefferson County Commission on May 22, 2014, at M.B. 166, Pg. (s) 299-301, is hereby amended as follows:

- 1.) The term of the contract is extended an additional 3 (three) years, expiring on May 21, 2020.
- 2.) Compensation for services rendered to Jefferson County for the term of this contract is not to exceed \$120,000.00.

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

CONTRACTOR
Steven Peyser
President

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

APR-6-2017-254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jefferson Blount Public Library Foundation in the amount of \$2,500.00.

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, Jefferson Blount Public Library Foundation, Inc. ("Jefferson Blount Library Foundation"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Jefferson Blount Library Foundation is a 501(c) (3) organization which seeks funding to assist in the installation of HVAC systems and plumbing in a building being renovated for use as a Regional Library and Arts Center; and

WHEREAS, Jefferson Blount Library Foundation meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of, \$2,500.00 to Jefferson Blount Library 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 March 31, 2018.
2. The County shall pay to Jefferson Blount Library Foundation a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Jefferson Blount Library Foundation shall use the public fiends to assist in the installation of HVAC systems and plumbing in a building being renovated for use as a Regional Library and Arts Center. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. Jefferson Blount Library Foundation shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.
5. Jefferson Blount Library 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 Jefferson Blount Library Foundation for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Jefferson Blount Library 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 Jefferson Blount Library 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 Jefferson Blount Library 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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

JEFFERSON BLOUNT PUBLIC LIBRARY
FOUNDATION, INC.
Digitally signed by Anne Jolly
March 2, 2017

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

APR-6-2017-255

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Independence Place, Inc., in the amount of \$2,500.00.

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, Independence Place, Inc. ("Independence Place"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Independence Place is a 501(c) (3) organization that is a faith-based special needs day program for developmentally disabled and challenged persons, and seeks funding to replace old and worn out furniture in its main gathering room and media room, and for fuel costs for community outings taken by Independence Place participants; and

WHEREAS, Independence Place meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$2,500.00 to Independence Place, 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 March 31, 2018.
2. The County shall pay to independence Place a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Independence Place shall use the public funds to assist in replacing old and worn out furniture in its main gathering room and media room, and for fuel costs for community outings taken by Independence Place participants.

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

4. Independence Place shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.

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

6. The Independence Place 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 Independence Place 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 Independence Place nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

INDEPENDENCE PLACE, INC.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording. Return fully executed copy with original signatures to the Minutes Clerk, Suite 410 – Courthouse.

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

APR-6-2017-256

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the McWane Science Center to be utilized for funding the Design Zone at McWane Science Center in the amount of \$2,500.00.

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 McWane Science Center ("McWane"), applied for a grant of funds for \$2,500.00; and

WHEREAS, McWane is a 501(c)(3) organization which seeks funding for a traveling exhibit, Design Zone, scheduled to be open from May 27, 2017 through September 24, 2017; and

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

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

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on March 31, 2018.
2. The County shall pay to McWane a lump sum payment of \$2,500.00 upon execution of this agreement.
3. McWane shall use the public funds to assist in funding a traveling exhibit, Design Zone, scheduled to be open from May 27, 2017 through September 24, 2017.

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

4. McWane shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.

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

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

7. The McWane representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither McWane nor any of its officers, partners, owners, agents, 2

representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

MCWANE SCIENCE CENTER
President and CEO

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

APR-6-2017-257

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the United Ability to be utilized to help care for disabled children and to deliver services through Hand in Hand Outdoor Learning Classrooms, in the amount of \$2,500.00.

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, United Ability, Inc. {"United Ability"}, applied for a grant of funds for \$2,500.00; and

WHEREAS, United Ability is a 501(c) (3) organization which seeks funding for scholarships for children with disabilities six weeks to five years of age who are enrolled in United Ability's Hand in Hand Early Learning Program; and

WHEREAS, United Ability meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to United Ability 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 March 31, 2018.

2. The County shall pay to United Ability a lump sum payment of \$2,500.00 upon execution of this agreement.

3. United Ability shall use the public funds to assist in funding for scholarships for children with disabilities six weeks to five years of age who are enrolled in United Ability's Hand in Hand Early Learning Program.

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

4. United Ability shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.

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

6. The United Ability 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 United Ability 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 United Ability, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

UNITED ABILITY, INC.
Gary Edwards
CEO

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

APR-6-2017-258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Birmingham Museum of Art for scholarships for students from the underserved areas of Jefferson County to participate in Art Camp + Museum Studio in the amount of \$2,500.00.

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 Art Fund of Birmingham, Inc. ("Birmingham Museum of Art"), applied for a grant of funds for \$2,500.00; and

WHEREAS, the Birmingham Museum of Art is a 501(c) (3) organization which seeks funding for scholarships for students from the underserved areas of Jefferson County to participate in its Art Camp + Museum Studio, a six week summer program in which more than 150 students observe, evaluate and experiment with materials and artistic techniques, allowing them to explore the link between artistic process and design-thinking; and

WHEREAS, the Birmingham Museum of Art meets the eligibility requirements of the Program; and

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to the Birmingham Museum of Art, 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 March 31, 2018.

2. The County shall pay to the Birmingham Museum of Art a lump sum payment of \$2,500.00 upon execution of this agreement.

3. The Birmingham Museum of Art shall use the public funds to assist in funding for scholarships for students from the underserved areas of Jefferson County to participate in its Art Camp + Museum Studio, a six week summer program in which more than 150 students observe, evaluate and experiment with materials and artistic techniques, allowing them to explore the link between artistic process and design-thinking.

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

4. The Birmingham Museum of Art shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by March 31, 2018, whichever shall occur first.

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

6. The Birmingham Museum of Art 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 Birmingham Museum of Art representative signed below, certifies by the execution of this agreement that no part of the finds 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 Birmingham Museum of Art nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

THE ART FUND OF BIRMINGHAM, INC.
Claire Hubbs

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

APR-6-2017-259

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 03/10/17 – 03/16/17, and 03/17/17 – 03/23/17, BE AND HEREBY ARE APPROVED.

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

APR-6-2017-260
PURCHASING DIVISION AGENDA REPORT
For Week of 03/10/17 – 03/16/17
Committee Meeting APRIL 4, 2017
For Commission Approval
APRIL 6, 2017

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 MARCH 17, 2017

1. RECOMMENDED FOR ALL DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, TO AWARD BID FOR TONER, PRINTER IMAGING SUPPLIES FOR THE PERIOD OF 04/01/2017 - 03/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.
REFERENCE BID #35-17
REFERENCE MUNIS BID #17032

2. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM AQUA PRODUCTS, INC, PENSACOLA, FL, TO AWARD BID FOR CENTURY 3000 FINAL CLARIFIER EFFLUENT (QCEC SAMPLERS) FOR VILLAGE CREEK WWTP FOR THE PERIOD OF 04/01/2017 – 03/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS
REFERENCE BID #60-17
REFERENCE MUNIS BID #17048

3. RECOMMENDED FOR PERSONNEL BOARD OF JEFFERSON COUNTY FROM TUTWILER HOTEL HAMPTON INN & SUITES, BIRMINGHAM, AL, TO RENEW BID FOR HOTEL ACCOMMODATIONS FOR PERSONNEL BOARD VOLUNTEER ASSESSORS FOR THE PERIOD OF 06/01/2017 - 05/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)
REFERENCE BID #38-16
REFERENCE MUNIS BID #N/A

4. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM REVERE CONTROL SYSTEMS, INC., BIRMINGHAM, AL, TO RENEW BID FOR ROCKWELL AUTOMATION PARTS & SERVICE FOR THE PERIOD OF 04/21/2017 - 04/20/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)
REFERENCE BID #51-16
REFERENCE MUNIS BID #/NA

5. RECOMMENDED FOR YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM EVANS MEATS, BIRMINGHAM, AL, TO RENEW BID FOR FRESH MEATS FOR THE PERIOD OF 07/01/2017 - 06/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (FIRST RENEWAL)
REFERENCE BID #80-16
REFERENCE MUNIS BID #N/A

PURCHASING DIVISION AGENDA REPORT
For Week of 03/17/17 – 03/23/17
Committee Meeting APRIL 4, 2017
For Commission Approval
APRIL 6, 2017

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 MARCH 24, 2017

1. RECOMMENDED FOR YOUTH DETENTION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM MOBILE FIXTURE, TUSCALOOSA, AL, TO AWARD BID FOR SMALLWARES (KITCHEN RELATED ITEMS) FOR THE PERIOD OF 04/06/2017 - 04/05/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #37-17
REFERENCE MUNIS BID #NA

2. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM POLYDYNE, INC., RICEBORO, GA, TO AWARD BID FOR LIQUID POLYMER FOR WWTP FOR THE PERIOD OF 07/01/2017 – 06/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS

REFERENCE BID #51-17
REFERENCE MUNIS BID #17040

3. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, DUBLIN, OH, TO AWARD BID FOR HISTOLOGY SUPPLIES FOR COOPER GREEN MERCY HEALTH SERVICES LAB FOR THE PERIOD OF 04/06/2017 - 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #61-17
REFERENCE MUNIS BID #N/A

4. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM POLY SCIENTIFIC, BAY SHORE, NY, TO AWARD BID FOR HISTOLOGY SUPPLIES FOR COOPER GREEN MERCY HEALTH SERVICES LAB FOR THE PERIOD OF 04/6/2017 - 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #61-17
REFERENCE MUNIS BID #/NA

5. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM NATIONAL FILTER MEDIA, WINTHROP, ME, TO AWARD BID FOR UPPER AND LOWER FILTER BELT SCREENS FOR VALLEY CREEK WWTP FOR THE PERIOD OF 04/01/2017 - 03/31/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #66-17
REFERENCE MUNIS BID #17056

6. RECOMMENDED FOR ROADS AND TRANSPORTATION FROM ZEP SALES & SERVICES, ATLANTA, GA, TO RENEW BID FOR ASPHALT RELEASE AGENT AND CITRUS SOLVENT FOR THE PERIOD OF 07/14/2017 - 07/13/2019. TO BE PURCHASED ON AN AS NEEDED BASIS. (FINAL TWO YEAR RENEWAL)

REFERENCE BID #89-16
REFERENCE MUNIS BID #N/A

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

Unusual Demands Report
04/06/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	BUSINESS DEVELOPMENT	100076	AUBURN UNIVERSITY	David Carrington ACCMA Membership Dues #V0000648	50.00	191836	9204
2	BUSINESS DEVELOPMENT	100193	JEFFERSON CO TREASURER	Parking for BBA Eco. Dev. Would not accept card	11.00	192090	9237
3	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	backmount faucet l/nozzle, brass pipe nipple, swin	200.08	191370	9141
4	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	SPRING CLIP, ROLLER CHAIN, DWT KNIFE, BALL VALVE,	163.07	191341	9131
5	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	BRASS NIPPLE, ANGLE VALVE, MALE ADP, HEX NIPPLE	51.26	191640	9186
6	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	ANDY'S CDL LICENSE RENEWAL	20.00	190842	9060
7	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	BRENT MILEAGE 2/8/17 & 3/16/17 FOR COURT	32.10	193442	9269
8	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA UNIFORMS, OIL CHANGE, MEMBERSHIP DUES	440.42	193958	9365
9	FINANCE ADMIN	135659	JOHN S. HENRY	JOHN S HENRY-RELOC REIMB EXP	5643.16	191945	9251
10	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	BATTERIES; KEYS; HOOKS; STOVE; SHELVES; BOLTS; OIL	947.21	193919	9362
11	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 4 PCS OF SHEET ROCK FOR BHAM CH	41.60	191933	9247
12	HUMAN RESOURCES ADMIN	134137	PHELECIA UDOKO	ASSESSOR EXPENSES/PER DIEM 1/18/2017 TO 1/20/2017	486.32	193454	9278
13	HUMAN RESOURCES ADMIN	134140	MICHAEL STALVEY	ASSESSOR AUTO EXPENSES/PER DIEM1/18/2017-1/20/2017	455.00	193470	9282
14	HUMAN RESOURCES ADMIN	135645	AUSTIN SPENCER	ASSESSOR REIMBURSEMENT 11/17/2016 TO 11/21/2016	190.00	190535	9007
15	HUMAN RESOURCES ADMIN	135731	RICARDO KISNER	INTERVIEWED FOR CHIEF FINANCE OFFICE ON 11/18/2016	173.88	193449	9274
16	HUMAN RESOURCES ADMIN	135752	LINDSAY YELVERTON	EXPENSES/PER DIEM 12/28/2016-12/30/2016	340.00	193528	9288

17	HUMAN RESOURCES ADMIN	135782	TIMOTHY DAVIS	ASSESSOR PER DIEM 1/18/2017 TO 1/20/2017	50.00	193450	9275
18	HUMAN RESOURCES ADMIN	135783	MONICA MAJORS	ASSESSOR AUTO EXPENSES/PER DIEM1/18/2017-1/20/2017	475.52	193462	9281
19	HUMAN RESOURCES ADMIN	135784	JAMES MCALEER	ASSESSOR PER DIEM 1/18/2017-/20/2017	50.00	193458	9280
20	HUMAN RESOURCES ADMIN	135785	PRISCILLA MINEGER	ASSESSOR AUTO EXPENSE/PER DIEM 1/18/2017-1/20/2017	64.58	193475	9284
21	HUMAN RESOURCES ADMIN	135786	ANDREW SCHNEIDER	AUTO EXPENSES/PER DIEM 1/18/2017-1/20/2017	54.86	193523	9287
22	HUMAN RESOURCES ADMIN	135788	PALLAVI SINGH	ASSESSOR AUTO EXPENSE/PER DIEM 1/18/2017-1/20/2017	483.08	193473	9283
23	IT SYSTEM DEV & ADMINISTRATION	100193	JEFFERSON CO TREASURER	PMI Reimbursement to Willie Wright	154.00	194057	9390
24	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	REGISTRATION - ALA ASSOC OF FLOODPLAIN MANAGERS	50.00	191359	9136
25	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	2/27/2017-BZA PUBLIC HEARING	42.13	191368	9140
26	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	SUPPLIES FOR CLEAN SWEEP PRGRAM	24.89	191374	9145
27	PERSONNEL BOARD TESTING	119443	WAN CARLOS THORPE	2017 Police/Sheriff Cap Dev Assessor W Thorpe	621.48	191821	9201
28	PERSONNEL BOARD TESTING	119546	KIRK GILES	2017 Police/Sheriff Cap Dev Assessor K Giles	125.00	191823	9201
29	PERSONNEL BOARD TESTING	127451	KENNETH MILLER	2017 Police/Sheriff Cap Dev Assessor K Miller	230.33	191816	9201
30	PERSONNEL BOARD TESTING	129259	DELORIS PATTERSON	2017 Police/Sheriff Cap Dev Assessor D Patterson	152.00	191819	9201
31	PERSONNEL BOARD TESTING	133518	TROY MULLENDER	Assessor 2017 Police/Sheriff Cap Dev. T Mullender	125.00	191809	9201
32	PERSONNEL BOARD TESTING	133549	MARK MOODY	2017 Police/Sherif Cap Dev Assessor M Moody	425.67	191818	9201
33	PERSONNEL BOARD TESTING	135738	DANIEL WEISHAAR	2017 Police/Sheriff Cap Dev Assessor D Weishaar	224.90	191822	9201
34	PERSONNEL BOARD TESTING	135739	STEPHANIE DANIELS	2017 Police/Sheriff Cap Dev Assessor S Daniels	125.00	191814	9201
35	PUMP STATIONS	100193	JEFFERSON CO TREASURER	SANITIZER;SKLET;VACUUM;TIES;RECIPTCL;OIL FLTR;TARP	352.02	191760	9198
36	PUMP STATIONS	100193	JEFFERSON CO TREASURER	MASTER PADLOCK;V-BELT;PUMP MODULE;	252.93	190245	8955
37	REVENUE	100193	JEFFERSON CO TREASURER	POSTAGE REIMB. FOR TITLE REMITS TO STATE	12.68	193448	9273
38	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	WATERPLUG,SOAP,GLOVES,SOAP STONES,MEAS CUP,EPOXIE	275.18	193439	9264
39	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TARPS, KEYS, EPOXY (REPAIR TO POND) BESSEMER	320.21	193757	9342

40	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS, PARKING FEES, PVC PIPE, NUTS, BOLTS	108.73	193609	9311
41	SEWER BILLING	135791	CLARENCE FORTUNE	refund for overpayment acct# N3512-457 L#3	45.39	192115	9240
42	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	JACKET, SHIRTS, PANTS, COFFEE MAKER	368.69	188642	8716
43	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	KEYS, DET, BATTERY, BLADES, LOCK KIT, CRIMP, CDL'S	242.11	190932	9069
44	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	14 GAUGE POST, VELCRO, LATTICE,KEY BLANK, TAPE	68.33	191926	9244
45	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEE FOR LEVIES TRAN#2013391 & 5544679	64.00	190244	8954
46	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	SLEDGE HAMMER, FUEL FOR VEHICLE PICK UP	29.99	191927	9244
47	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	RATCHE STRAPS, KEYS BLANKS/CUT	29.49	191928	9244
48	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	6 1/2 IN HINDGES, GOOF OFF SPRAY CLEANER	19.93	191925	9244
49	SF ENFORCEMENT -BS	100128	JEFF CO DEPUTY TREASURER	RECORDING FEE TRANS# 5549229	16.00	191904	9211
50	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	3-9-2017-PUBLIC HEARING P&Z	85.07	191363	9138
51	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	SPLIT BOLT	5.97	192057	9231
52	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	SEAL;POLICE REPORT;LADDERS;BUSHINGS;BATTERY;	380.69	191903	9210
Grand Total					\$15,400.95		

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

MULTIPLE STAFF DEVELOPMENT

Community and Economic Development

Vickie George	201.78
Connie Grant	219.66
Certified Government Accounting Technician	
Tuscaloosa, AL – April 6, 2017	

Vickie George	201.78
Connie Grant	219.66
Certified Government Accounting Technician Tuscaloosa, AL – April 27, 2017	

Environmental Services

Tonya Kelley, Emily Kemp, David Denard, Cedric Hayden Construction Law Birmingham, AL – March 28, 2017	996.00
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Family Court

Kristin Schlenker, Darren Hardy, Carrie Hill, Susan Moon, Beverly Alldredge, Damian Hillary, Joy Handley AGIA Annual Conference Pelham, AL – April 12-14, 2017	1,125.00
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Roads and Transportation

Natalie Kornegay	906.50
Cynthia McKinnon	899.01
ALDOT Preconstruction Conference Point Clear, AL – April 10-12, 2017	

INDIVIDUAL STAFF DEVELOPMENT

Board of Registrars

Barry Stephenson Professional Education Program Auburn, AL – May 10-12, 2017	937.90
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Community and Economic Development

Vickie George Certified Government Accounting Technician Tuscaloosa, AL – May 18, 2017	201.78
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County Manager

Justin Smith ACCMA Certification Program Prattville, AL – April 27-28, 2017	480.27
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Finance

Sophia Juzang Claims Education Conference	2,755.13
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New Orleans, LA – May 16-19, 2017

Information Technology

Thomas Purdy 2,642.65
ESRI User Conference
San Diego, CA – July 9-14, 2017

Inspection Services

Michael Thomas 2,615.76
International Code Council Seminar
Park City, Utah – May 7-11, 2017

Revenue

Bruce Thompson 2,225.40
Tax Audit
Little Rock, AR & Dallas, TX – May 20-27, 2017

Wesley Moore 2,400.63
Tax Audit
Roanoke VA & Reston, VA – February 25 – March 4, 2017

Tax Assessor Bessemer

Reginald Threadgill 872.76
AAAO Planning Meeting
Orange Beach, AL – May 10-12, 2017

Richard Green 749.89
Management and Supervision
Montgomery, AL – July 11-14, 2017

Charles Winston 302.00
AAAO District Meeting
Montgomery, AL – April 12-13, 2017

Youth Detention

Tanorence Moorer 450.00
Managing Crisis Safely
Birmingham, AL – March 2, 2017

FOR INFORMATION ONLY

Personnel Board

Ross Scruggs 844.38
SIOF Conference
Orlando, FL – April 26-29, 2017

Stacey Lange 675.00
IPAC Conference
Birmingham, AL – July 16-19, 2017

Sheriff

Lisa Bartels 920.50
Mark Bassett 920.50
Traffic Accident Reconstruction
Forsyth, GA – April 30 – May 5, 2017

Lisa Bartels 1,857.19
Mark Bassett 1,857.19
Crash Data Retrieval Analyst Training
Conroe, TX – April 23-29, 2017

Brenda Thompson 1,775.00
Paige Serian 1,839.00
Understanding Exclusion and Sufficiency Decisions
Decatur, GA – May 7-12, 2017

Morgan Amason 1,617.74
Crime Analysis Applications Training
Nashville, TN – April 23-28, 2017

Ryan Murkerson 175.00
Accreditation Commission for Traffic Accident
Online Course – March 1-31, 2017

Kenneth Bailey 325.00
Basic Criminal Investigation
Birmingham, AL – March 21-23, 2017

Nathan Nichols 695.00
PATC Phase 3 Hostage Negotiations Crisis Intervention
Birmingham, AL – May 15-19, 2017

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

APR-6-2017-261

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an Amendment to the agreement with Luis Pineda, M.D., to remove the Certified Registered Nurse Practitioner and extend the terms of the agreement through April 6, 2018. The amount is not to exceed \$218,400.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

Contract ID: CON-00008225
Luis Pineda, MD

Contract Amendment III

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Dr. Luis Pineda, hereinafter referred to as "Physician Provider."

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract

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

This amendment results from Jefferson County Contract No. 00008225 approved by the Jefferson County Commission on March 3, 2016, and recorded in Minute Book 169; Page(s) 340. Amendment I of the contract between the parties referenced above was approved by the Commission on December 28, 2016, recorded in M.B. 170, Pages 509 - 510, is hereby amended as follows:

Delete provisions of Amendment I that allows Physician Provider to provide and receive compensation for a Certified Registered Nurse Practitioner within the scope of this contract.

Extend the completed date of this contract from April 7, 2017 to April 6, 2018.

Compensation shall not exceed the annual contract amount of \$218,400.

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

COOPER GREEN MERCY HEALTH SERVICES:

JEFFERSON COUNTY, ALABAMA:

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

PHYSICIAN PROVIDER:

Luis Pineda, MD

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

APR-6-2017-262
RESOLUTION

WHEREAS, the Trinity site is a brown field industrial site located on 6th Street South in the City of Birmingham, and has been vacant and underutilized for many years; and

WHEREAS, Jefferson County, Alabama (the "County"), the City of Birmingham, Alabama (the "City"), and the Jefferson County Economic and Industrial Development Authority ("JCEIDA"), entered into an intergovernmental agreement concerning the acquisition, clean up and development of the Trinity site, effective October 10, 2005; and

WHEREAS, the parties to the intergovernmental agreement determined to enter into that agreement to provide a cooperative framework for the cleanup of the Trinity site, and to provide for the orderly redevelopment of the property; and

WHEREAS, through the intergovernmental agreement, the parties thereto conducted extensive environmental studies and ultimately implemented a cleanup plan, approved by the Alabama Department of Environmental Management; and

WHEREAS, the Trinity site has not been sold and continues to be in need of redevelopment; and

WHEREAS, the Greater Birmingham Humane Society under contract provides animal control and pound services for Jefferson County; and

WHEREAS, the Greater Birmingham Humane Society has identified the Trinity site as a potential site on which to build a comprehensive multi-use campus consolidating in a single site all of its operations, which are currently separated among three campuses and other facilities; and

WHEREAS, the Greater Birmingham Humane Society's intended development would additionally serve the public good by providing public use space and green space through its proposal to build its multi-use campus. Further, said development will accomplish a coordinated harmonious development of the property in accordance with present and future needs to promote the health, safety, convenience and general welfare of citizens of the City and County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in accordance with the intergovernmental agreement concerning the development of the Trinity Steel Site entered into on October 10, 2005, between Jefferson County, Alabama, the City of Birmingham, Alabama, and the Jefferson County Economic and Industrial Development Authority, Jefferson County, Alabama authorizes the following actions be taken by the Jefferson County Economic and Industrial Development Authority:

1. The County proposes to JCEIDA under Article VI.6.3 (d), that the property be transferred to the Greater Birmingham Humane Society for its use provided the City of Birmingham also conveys its interest in the Trinity site to the Humane Society.

2. The County directs that any deed transferred to the Greater Birmingham Humane Society contains a reversionary clause should the property fail to be used for Humane Society purposes.

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

Item # 9 on the Commission Agenda: Resolution authorizing the Pilot Program of an Employee Recognition and Educational Forum to be held at Regions Field the afternoon of May 6, 2017.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the item be pulled from the agenda for definitive planning and date. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, April 20, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk