

STATE OF ALABAMA)

JEFFERSON COUNTY) March 5, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:25 a.m., James A. Stephens, President, presiding and the following members present:

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of February 19, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on March 3, 2015, and approved the following items to be placed on the March 5, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 12, Addendum Item 2 & 3 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 and 3 (amended) and one additional resolution.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee - three items not on agenda.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 15 and Addendum Item 1.

A Public Hearing was held to receive comments on the request from Jerry Goss, Patricia Goss and James Reeves, Jr. for vacation of a road right of way - Selma Avenue (Queenstown).

Mar-5-2015-182

WHEREAS, Jerry Goss and Patricia Goss and James Reeves, Jr. is/are the owner(s) of the land abutting the following described dedicated right-of-way, situated in Jefferson County, Alabama, to-wit:

Vacation of a Road Right-of-Way – of Selma Avenue (Queenstown):

All that part of the dedicated road right-of-way of Selma Avenue as recorded in Map Book 7 Page 72 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Lot 6 of Block 57 as described above for the POINT OF BEGINNING and run southwesterly along an extension of northwesterly lot line of said lot to the northerly lot line of Lot B; thence turn left and run easterly along the North line of said Lot B to the Northeast corner of Lot B; thence turn left and run in a straight line to the Southeast corner of Lot 1 of Block 57 of said survey; thence turn left and run westerly along the southerly line of Block 57 to the POINT OF BEGINNING and the end of said right of way.

Also, a 15 foot wide alley lying southeasterly of and abutting Lots 2 thru 5 and northwesterly of and abutting Lot 1, all being in Block 57 of said subdivision.

All of said road right-of-way and alley lies in the NW ¼ of the NE ¼ of Section 3, Township 17 South, Range 1 West, Jefferson County, Alabama.

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, Jerry Goss and Patricia Goss and James Reeves, Jr. 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.

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

Mar-5-2015-183

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Medifax-EDI, LLC, an Emdeon company to provide enrollment/eligibility services via the internet ending September 30, 2015 in the amount of \$90,000.

ADDENDUM TO AGREEMENT

Between

MEDIFAX-EDI, LLC

And

JEFFERSON COUNTY ALABAMA D/B/A COOPER GREEN MERCY HEALTH SERVICES

The PROFESSIONAL SERVICES CONTRACT by and between Medifax-EDI, LLC, an Emdeon company ("Contractor") and Jefferson County Alabama d/b/a Cooper Green Mercy Health Services ("County"), dated September 1, 2012, and the Addenda and Riders, if any, thereto (collectively the "Agreement"), are hereby amended as follows:

- 1. Section 3 is hereby deleted in its entirety and replaced with the following:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on September 30, 2015.

- 2. The effective date of this Addendum shall be the date on which Contractor executes this Addendum (the "Addendum Effective Date").
- 3. The definitions of terms appearing in the Agreement shall apply to such terms as used in this Addendum.

Except as modified by this Addendum, the terms and conditions of the Agreement remain in full force and effect, and this Addendum shall be deemed part of the Agreement. In the event of a conflict between a provision of this Addendum and a provision of the Agreement, the provision of this Addendum shall govern.

AGREED TO AND ACCEPTED BY:

JEFFERSON COUNTY ALABAMA D/B/A

MEDIFAX-EDI, LLC, an Emdeon company

COOPER GREEN MERCY HEALTH SERVICES

James A. Stephens, President - Jefferson County Commission

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

Mar-5-2015-184

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Mirth Connect, a QSI Company to provide clinical health information system and financial/revenue cycle software/maintenance for the period March 2, 2015- March 1, 2016 in the amount of \$21,200.

CONTRACT NO.: 00006075

Contract Amendment I

This Amendment I to Contract entered into the 9th day of October, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Mirth Connect, a QSI Company, for part# 700-805-600010 - Mirth Connect Gold annual subscription license, and part # 100-400-600165 - Mirth M1000 Maintenance & Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

WHEREAS, Quality Systems, Inc. has purchased all of the assets of Mirth Corporation and is now a wholly-owned affiliate of QSI. NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract amendment results from Jefferson County's Contract No. 00006075. The original contract between the parties referenced above, was approved by the Commission on October 9, 2014; recorded in MB 167, Page (s) 133-136.

1. Amend the term to 3/2/2015 - 3/1/2016, as listed on attached Quote, #27495.
2. This Addendum is an integral part of the Agreement and except as modified herein subject to its terms and conditions.
3. In the event of a conflict between the Agreement, any previously executed Addendum and the terms of this Addendum, the terms of this Addendum shall prevail.
4. Going forward, the Agreement shall be amended to reflect that the agreement is now between Jefferson County Commission, d/b/a Cooper Green Mercy Health Services and "Quality Systems, Inc., on behalf of its affiliate Mirth".
5. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President
Jefferson County Commission

MIRTH

Jeff Peters

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

Mar-5-2015-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Jefferson Blount St. Clair Mental Health Authority for the lease of four offices on the 5th Floor at CGMHS for the period March 1, 2015 - February 28, 2016 in the amount of \$980 per month.

LEASE AGREEMENT

This lease agreement made and entered into this 1 day of March, 2015, by and between Jefferson county commission, Jefferson County, Alabama a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter referred to as "COUNTY") and Jefferson Blount St. Clair Mental Health Authority (hereinafter "TENANT").

RECITALS

Section 1. Leased Premises

a. COUNTY hereby agrees to lease to TENANT and TENANT hereby agrees to rent from COUNTY approximately, 940 sq feet of office space located on the fifth floor of Cooper Green Mercy Health Services building which is located at 1515 6th Avenue South., Birmingham, Alabama 35233, (hereinafter referred to as the "licensed premises") shown on Exhibit A.

COUNTY represents to TENANT that the portion of the premises leased to TENANT, identified in Exhibit A will be solely occupied by TENANT with no other tenants located in the portion of the subject property leased to TENANT during the term of the License.

b. For all purposes under this lease, the term "floor area" of the leased premises shall be approximately 940 square feet. In computing the leasable area no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. Length of Term and Termination:

The term of this lease shall be twelve (12) months, unless sooner terminated as herein provided. The effective date of this lease agreement shall be March 1, 2015 and end on February 28, 2016. Notwithstanding the foregoing, either party may terminate this Lease upon ninety days (90) days written notice. The COUNTY or TENANT may terminate this lease agreement at any time for convenience regardless of reason with written notice to other party.

Section 3. Rent:

TENANT covenants and agrees that it will pay COUNTY a fixed rent amount of Nine hundred eighty dollars, (\$980.00) per month for the leased premises. The rental payments will be paid on a one time basis as soon as practical after execution of the lease agreement.

All rent payable hereunder by TENANT to the COUNTY shall be paid, in lawful money of the United States, made payable to Jefferson County Commission and delivered to the attention of the Jefferson County Finance Department, 716 Richard Arrington Jr. Blvd N, Room 820, Birmingham, AL 35203.

Section 4. Tenants Installations:

TENANT shall, at TENANT's cost and expense, at all times during the term of this Lease keep the Leased premises equipped with

all trade equipment, furniture, operation equipment, and any other equipment necessary for the proper operation of TENANT's business.

Section 5. Use of Premises:

5.a. TENANT covenants to use the leased premises solely for the purpose of operating TENANT and TENANT related activity.

5.b. TENANT will have office/building access between 7 AM and 7 PM Monday through Friday.

Section 6. Operating of Business:

TENANT covenants at all times during the lease term, except when and to the extent the leased premises are untenable by reason of fire or other casualty, or condemnations, to: (a) conduct its business in the entire leased premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the building.

Section 7. Signs

No signage will be allowed without expressed approval from Cooper Green Mercy Health Services Administration.

Section 8. Assignment and Subletting

TENANT is prohibited and without the authority or consent to assign, mortgage or encumber this lease, in whole or in part sublet all or any part of the Leased Premises without the prior written consent of COUNTY. The COUNTY's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on TENANT. The consent by the COUNTY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subleases, TENANT shall remain fully liable and shall not be released from any obligations or liabilities under this lease.

Section 9. Repairs

(a) COUNTY shall provide maintenance and repairs for the leased area, excluding repairs to TENANT's office equipment or furniture.

Section 10. Mechanics', Material men's and other Liens

Should any mechanics', material men's or other liens be filed against the leased premises or any part thereof for any reason whatsoever by reason of TENANT's act or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by COUNTY.

Section 11. Utility Services and Charges:

COUNTY shall pay all charges for gas, water, electricity, and other utility services, used or consumed in the leased premises, including, but not limited to, sewer and sewer service charges. COUNTY shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 12. Use of Common Areas and Facilities:

COUNTY shall furnish cleaning services for the leased area.

Section 13. Indemnity, Liability Insurance, Payment of Costs and Expenses:

(a) TENANT represents and agrees that it will be responsible for providing and maintaining insurance on the leased premises, if TENANT desires coverage which shall include but not be limited to general liability and property damage (for TENANT's property), fire, casualty, and construction coverage. TENANT shall store its property in and shall occupy the leased premises at its own risk TENANT hereby releases COUNTY, to the full extent permitted by law, from all claim of every kind resulting in loss of life, personal or bodily injury or property damage. COUNTY shall not be responsible or liable for any loss or damage to TENANT's agents, servants, employees, guest, or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for the COUNTY's own negligence. COUNTY shall not be responsible or liable for any defect, latent or otherwise, in the leased premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall COUNTY be responsible or liable for any injury, loss or damage to any person or to any property of TENANT or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the leased premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

(b) TENANT certifies that its employees are subject to the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by TENANT in all appropriate cases and that appropriate worker's compensation insurance and professionally liability insurance is maintained on its employees. TENANT further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the leased premises.

(c) COUNTY shall maintain insurance of the entire building covering fire, casualty and such other risks as are from time to time concluded in standard extended coverage endorsements.

Section 14. Real Estate Taxes:

Intentionally Omitted: All parties are tax exempt entities.

Section 15. Fire or Other casualty:

If the leased premises shall be destroyed by fire or other casualty both the County and the Tenant may immediately terminate the lease agreement by providing written notice. Nothing herein above contained shall impose upon COUNTY any liability to repair, rebuild or replace any property belonging to TENANT.

Section 16. Default by Tenant

(a) The happening of any one or more of the following events shall constitute a default under this lease:

(I) Failure by TENANT to pay any rent or other payment or charge provided in this lease to be paid by TENANT, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to TENANT that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(II) Failure by TENANT to perform or observe any other agreement, covenant or condition required by this lease to be performed or observed by TENANT for a period of fifteen (15) days, or if a longer period shall be required because of the nature of such default, failure by TENANT to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(III) Assignment of the lease by TENANT without the prior written consent of the COUNTY.

(IV) Vacation or abandonment of the leased premises by TENANT.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the COUNTY shall have the right at its option to immediately, or at any time thereafter, terminate this lease by giving TENANT ten (10) days' notice of such termination and this lease shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve TENANT of any liability to the COUNTY for damages sustained by virtue of a breach by TENANT.

Section 17. Quiet Enjoyment

The COUNTY covenants that subject to TENANT's complying with all the terms and conditions of this lease on TENANT's part to be complied with and performed, TENANT shall have the peaceable and quiet possession of the leased premises during the term of this lease.

Section 18. Further Agreements and Covenants

TENANT further covenants and agrees to (a) store all trash and refuse in adequate containers within the leased premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard.

Section 19. Unavoidable Delays

In the event that either party hereto is rendered unable to carry out any obligations of such party under this lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delays" means riots, epidemics, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of either party hereto shall be suspended where such obligation is for, or related to the payment of money.

Section 20. Surrender at End of Term

Upon the expiration of the term hereof, or sooner termination of this lease, TENANT agrees to surrender and yield possession of the leased premises to COUNTY, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this lease.

Section 21. COUNTY'S right to cure TENANT's Defaults

COUNTY may, but shall not be obligated to cure at any time, without notice, any default under this lease and whenever COUNTY so elects, all costs and expenses incurred by COUNTY in curing such defaults, except late rent, shall be paid by TENANT to COUNTY on demand.

Section 22. No Waiver:

Failure of COUNTY to insist upon the strict performance of any provision of this lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by COUNTY of rent with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by COUNTY or TENANT unless such waiver is in writing and signed by the other. No payment by TENANT or receipt by COUNTY of a lesser amount than the quarterly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall

any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. COUNTY may accept such check or payment without prejudice to COUNTY's right to recover the balance of such rent or to pursue any other remedy in this lease provided.

Section 23. Notices:

Any notice and demand which may be or is required to be given under this lease shall be in writing and sent by United States Certified mail, postage prepaid, and shall be addressed;

(a) If to County;

Walter Jackson

Deputy County Manager

Jefferson County Courthouse, Room 251

716 Richard Arrington Jr., Blvd. N

Birmingham, Alabama 35203

And Copy

Roger McCullough

Cooper Green Mercy Health

1515 6th Avenue South

Birmingham, Alabama 35233

(b) If to TENANT;

Richard Craig, Ph.D.

Executive Director

JBS Mental Health Authority

940 Montclair Road, Suite 200

Birmingham, AL 35203

COUNTY and TENANT shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

Section 24. Governing Law:

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.

Section 25. COUNTY Funds Paid:

COUNTY, TENANT and TENANT's representative signed below certify by the execution of this Agreement that no part of the funds paid by the county and or State 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 TENANT 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 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 TENANT shall immediately refund to the COUNTY any amounts paid by the COUNTY pursuant to this Agreement

Section 26. Modification of Agreement:

There shall be no modification of this written lease agreement except in writing and signed by the party to be charged.

Section 27. Captions and Headings

The captions and heading of the articles and sections of this lease agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 28. Construction of Terms:

(a) Printed parts of this lease shall be as binding upon the parties hereto as other parts hereof. Parts of this lease which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. TENANT declares that TENANT has read and understands all parts of this lease, including all printed parts hereof. If any provision contained

in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this lease which may prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof shall nevertheless remain in full force and effect

Section 29. Representations of TENANT and COUNTY as to the Entirety of the Agreement

TENANT hereby represents to COUNTY and COUNTY hereby represents to TENANT that this lease sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

JEFFERSON COUNTY COMMISSION

James A. (Jimmie) Stephens, President

Jefferson County Commission

TENANT:

Jefferson Blount St. Clair Mental Health Authority

Richard Graig, Ph.D., Executive Director

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

Mar-5-2015-186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Directive Change Order #1 to the Agreement between Jefferson County, Alabama and SunCoast Restoration & Waterproofing, LLC to adjust unit rate allowances for the Parking Deck Structural Repair Project which reduces agreement by \$18,470 to a total of \$577,427.

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

Mar-5-2015-187

WHEREAS, Charles Tyler desires to serve on the Jefferson County Committee for Economic Opportunity Board of Directors.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Charles Tyler to serve on the Jefferson County Committee for Economic Opportunity (JCCEO) Board of Directors at the pleasure of their constituency, as long as they shall maintain their status of public official, without limitation as to consecutive or total services, be and hereby is approved.

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

Mar-5-2015-188

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

WHEREAS, under this Program Alabama Moving Image Association producers of AMIA/SIDEWALK ("AMIA/SIDEWALK") applied for a grant of funds for \$9,000.00; and

WHEREAS, AMIA/SIDEWALK is a 501 (c)(3) organization which meets the eligibility requirements of the Program; and

WHEREAS, Sandra Little Brown has recommended funding of \$5,000.00, T. Joe Knight has recommended funding of \$2,500.00 and George Bowman has recommended funding of \$1,500.00 to AMIA/SIDEWALK, and the grant of such funds serves a good and sufficient public purpose;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement with AMIA/SIDEWALK granting \$9,000.00 to AMIA/SIDEWALK for the 17th Annual Sidewalk Film Festival.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, ALABAMA MOVING IMAGE ASSOCIATION PRODUCERS OF AMIA/SIDEWALK ("AMIA/SIDEWALK") applied for a grant of funds for \$9,000.00; and

WHEREAS, AMIA/SIDEWALK is a 501(c)(3) organization that is dedicated to encouraging filmmaking in Alabama and building audiences for independent film. AMIA not only impacts filmmakers and film lovers, but the entire community- through positive national media attention, like USA Today's recent listings of Sidewalk in "10 Great Places for Fabulous Film Festival," educational outreach and increased travel and tourism spending; and

WHEREAS, AMIA/SIDEWALK meets the eligibility requirements of the Program; and

WHEREAS, Sandra Little Brown and Joe T. Knight have recommended funding of \$9,000.00 to AMIA/SIDEWALK, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to AMIA/SIDEWALK a lump sum payment of \$9,000.00 upon execution of this agreement.
3. AMIA/SIDEWALK shall use the public funds to cover the costs associated with producing the 17th Annual Sidewalk Film Festival, a celebration of new independent cinema showcased in downtown Birmingham.

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

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

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

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

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

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

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

ALABAMA MOVING IMAGE ASSOCIATION - Producers for the Sidewalk Film Festival

Chloe Collins, Executive Director

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

Mar-5-2015-189

WHEREAS, Jefferson County currently provides paid vacation and sick leave for its employees; however, currently, employees may not use accrued vacation and sick time until they have completed twelve months of employment; and

WHEREAS, the Jefferson County Commission wishes to allow employees to use their accrued sick and vacation time after ninety days of employment.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective February 15, 2015, all existing and future employees shall be authorized to use accrued sick and vacation time after completing ninety days of employment.

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

Mar-5-2015-190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION is hereby authorized to sign Amendment #2 to the Hickory Ridge Phase 2 Development Agreement with JCHA Housing and Development (HOME Special Needs Rental Housing for the Elderly) which was approved by Resolution dated September 11, 2012 and recorded in Minute Book 163 Page 534. The Amendment increases the County HOME Program loan amount from \$1,060,608.00 to a maximum of \$1,307,100.00. This resolution further authorizes the Commission President to sign all related loan documents required to effectuate the transaction. Only federal funds are involved.

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

Mar-5-2015-191

WHEREAS, the Jefferson County Commission approved a resolution on August 29, 2013 in Minute Book 165, Page 284 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC); and

WHEREAS, the Agreement was previously amended on June 11, 2014, in Minute Book 166, Page 346.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract period to September 30, 2015. This Agreement is from Program Year 2012 Federal funds.

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

Mar-5-2015-192

WHEREAS, the Jefferson County Commission approved a resolution on October 21, 2013 in Minute Book 165, Page 443 authorizing an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the Concord Drainage Improvements Project (CDBG-DR-12-03I-U03-CDI); and

WHEREAS, the Agreement was previously amended on April 24, 2014, in Minute Book 166, Page 220; and amended on July 10, 2014, in Minute Book 166, Pages 459-460.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment to extend the contract time to March 1, 2016. This Agreement is from Program Year 2012 Federal funds.

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

Mar-5-2015-193

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Homewood for the Rosedale Sidewalk Improvements Project Phase IV (CD14-03L-M-RS4). There is \$177,000 in federal CDBG funds allocated to this project. This project is from the 2014 program year.

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

Mar-5-2015-194

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the WIA Supportive Services agreement with United Way of Central Alabama. The amendment increases the agreement from \$650,000.00 to \$825,000.00. All other terms of the agreement remains unchanged.

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

Mar-5-2015-195

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a contract for custodial services between Jefferson County, Alabama and Eagle Cleaning Services for an amount up to \$15,000.00. The contract period is August 30, 2014 to August 29, 2015.

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

Mar-5-2015-196

WHEREAS, the Jefferson County Commission was awarded a Second Chance Reentry Grant for a three year period from the Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of \$941,760.00; and

WHEREAS, the Jefferson County Commission must accept continuation funding for year two by submitting a letter agreeing to the terms and conditions of the grant; and

WHEREAS, it is necessary to submit a revised Standard Form (SF) 424 to change the authorized official to James A. Stephens.

THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner James A. Stephens is authorized to sign the Continuation Funding letter for year two funding from SAMHSA.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner James A. Stephens is authorized to sign the revised SF 424 to SAMHSA.

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

Mar-5-2015-197

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Gardendale New Castle Park Improvements (CDBG13-03F-U5-NCP), such bids having been opened on February 10, 2015, and listed as follows:

| <u>Contractor</u> | <u>Total Bid</u> |
|-------------------|------------------|
|-------------------|------------------|

| | |
|------------------------------------|--------------|
| Richardson Construction Co. Inc. | \$113,798.64 |
| Coston General Contractors, Inc. | \$114,292.00 |
| Syms General Contractors, Inc. | \$131,029.80 |
| Richard Sprouse Construction, Inc. | \$132,300.00 |
| Gillespie Construction, LLC. | \$134,190.00 |

WHEREAS, after tabulation by Engineering Service Associates, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Richardson Construction Co., for the bid amount of \$113,798.64.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Gardendale New Castle Park Improvements (CDBG13-03F-U5-NCP) to Richardson Construction Co., Inc., for the bid amount of One Hundred Thirteen Thousand Seven Hundred Ninety Eight and 64/100 Dollars. This project will be funded with CDBG federal funds. This project is from the Program Year 2013.

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

Mar-5-2015-198

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Rosedale Sidewalk Improvements Project Phase 3 (CDBG13-03L-M05-RS3), such bids having been opened on February 10, 2015, and listed as follows:

| <u>Contractor</u> | <u>Total Bid</u> |
|------------------------------------|------------------|
| Coston General Contractors, Inc. | \$ 94,272.25 |
| Richard Sprouse Construction, Inc. | \$105,450.59 |
| Southeastern Sealcoating, Inc. | \$106,192.40 |
| Gillespie Construction, LLC. | \$112,800.00 |

WHEREAS, after tabulation by Engineering Service Associates, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Coston General Contractors, Inc., for the bid amount of 94,272.25.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Rosedale Sidewalks Improvements Project Phase 3 (CDBG13-03L-M05-RS3) to Coston General Contractors, Inc., for the bid amount of Ninety Four Thousand Two Hundred and Seventy Two and 25/100 Dollars. This project will be funded with CDBG federal funds. This project is from the Program Year 2013.

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

Mar-25-2015-199

WHEREAS, the Substance Abuse and Mental Health Services Administration is accepting applications for FY 2015 for Treatment Capacity in Adult and Family Drug Courts grants; and

WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of the University of Alabama at Birmingham for \$325,000.00 for three years; and

WHEREAS, the primary goal is to reduce health and social costs of substance abuse and dependence to the public;

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Community and Economic Development is authorized to submit an application for \$325,000.00 and refunding for an additional two years.

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

Mar-5-2015-200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide funding that will be made on actual participant wages and expenses for payroll administration for the period July 1, 2104 - April 3, 2015. The County shall pay the Contractor a flat fee of \$1,500 per bi-weekly payroll for payroll administrative services.

Contract ID: 00007090

AMENDMENT No. 1 TO CONTRACT

This Amendment to the Contract entered into this 18th day of February 2015 by and between Jefferson County, Alabama, through its Office of Senior Citizens Services (hereinafter called "the County") and Jefferson County Council on Aging (JCCOA), (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

Amend the "Terms" paragraph as follows:

The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract.

This Contract will be effective July 1, 2014 and end April 3, 2015.

Amend the "Compensation" paragraph as follows:

Payment of funds will be made on actual participant wages and expenses of payroll administration. The Contractor shall submit the following: a) a bi-weekly invoice for services provided; b) bi-weekly time sheets; and c) supporting receipts for purchases in the delivery of services provided through this Contract. Beginning with the payroll period starting on 2/8/15, the County shall pay the Contractor a flat fee of \$1,500 per biweekly payroll for payroll administration services.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

CONTRACTOR

_____, Authorized Representative

Jefferson County Council on Aging

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

Mar-5-2015-201

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer

Department: Roads & Transportation

Date: February 11, 2015

Purpose: Payment to Clayton P. Miles for acquired Temporary Construction easement that contains 0.026 acres, more or less (site address) - 3425 Strollaway Drive, Wham., AL 35226

Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III - Tr. 35 Agent: Alan K. Dodd

Price: \$565.00

Pay to the order of: Clayton P. Miles

Mailing Address: 3425 Strollaway Drive

Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THRO - WBS C.132.D.

Check Delivery Code 84

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Town of West Jefferson for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the Town's corporate limits and municipal jurisdiction.

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

REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

1. County Road 114 (also known as Flat Top Road, Alliance-West Jefferson Road) through the town limits

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

Notice:

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

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

The City's designated Administrator shall be the following:

County's Responsibilities:

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

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permits, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.

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

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

There are no bridges maintained by Jefferson County within this municipality.

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

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

City's Responsibilities:

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

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

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

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

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

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

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

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

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

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

The City shall perform all listed City responsibilities. Should the City not perform these responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Prior to commencing any work, the county must give notice to the city, as well as a cost estimate for work to be performed if they intend to invoice for the work provided. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

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

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

the jurisdictional limits of the City.

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

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

Termination of Agreement:

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

JEFFERSON COUNTY COMMISSION

TOWN OF WEST JEFFERSON

James A. Stephens, President

Charles Nix, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

Mar-5-2015-203

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Palmerdale Fire District to purchase, replace and install an electric door opener for a large bay door at Station 1 that is used by their ambulance.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Palmerdale Fire Department ("PalmerdaleFD") applied for a grant of funds for \$1,363.00; and

WHEREAS, Palmerdale FD was created by the Alabama Legislature Act 79 of the Special Session of the Legislature of Alabama of 1966, as amended by Act No. 488/1967, Act. No. 702/1967, Act No. 841/1971, Act No. 717/1973 and Act. No. 678/1977. Palmerdale FD seeks assistance with the cost to purchase and replace an electric door opener for one of their large bay doors at Station 1; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$1,363.00 to Palmerdale FD, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to Palmerdale FD a lump sum payment of \$1,363.00 upon execution of this agreement.
3. Palmerdale FD shall use the public funds to purchase, replace and install an electric door opener for a large bay door at Station 1 that is used by their ambulance which services the community as a whole.

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

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

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

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

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

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

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

PALMERDALE FIRE DEPARTMENT

Jasonb Howell, Fire Chief

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

Mar-5-2015-204

WHEREAS, the Jefferson County Commission acknowledged the Notice of Intent to terminate the lease agreement between Hill Realty Company, LLC (Landlord) and Jefferson County Emergency Management Agency (Tenant) for property located at 4500 5th Avenue South, Birmingham, Alabama 35222 known as Building C of the Continental Gin Industrial Park on February 19, 2015.

NOW THEREFORE BE IT RESOLVED BYTHE JEFFERSON COUNTY COMMISSION that the Commission does hereby acknowledge that said lease between Hill Realty, LLC and Jefferson County Emergency Management Agency was terminated on February 28, 2015 at 5: 00 p.m.

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

Mar-5-2015-205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the Special Election held on February 10, 2015 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands

3/05/2015

| Profit Ctr | Vendor # | Name | Text | Business Area | Amount | Doc No |
|-------------|----------|-----------------------------|--|---------------------------|------------------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASE OF 4 BAGS OF SECRETE AND 500' OF ROPE | GEN SVCS: ADMINISTRATION | 155.96 | 1900087650 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASE 7 MORT. CYLINDERS FOR DOG POUND | GEN SVCS: ADMINISTRATION | 498.82 | 1900087690 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | PURCHASE OF KEROSENE FOR HEATER FOR ELECTIONS CENT | GEN SVCS: ADMINISTRATION | 10.78 | 1900087688 |
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | CROSS CONNECTION CERTIFICATION & BRASS RODS & BAR | GEN SVCS: ADMINISTRATION | 359.60 | 1900087701 |
| *DISTRICT 1 | | | | | 1,025.16 | |
| DISTRICT 2 | 1027332 | LORI SUNDERMAN | ASSESSOR REIMBURSEMENT - LORI SUNDERMAN 2/13/15 | PER BD: TESTING | 265.67 | 1900087832 |
| DISTRICT 2 | 1032571 | DARRYL NICHOLS | ASSESSOR REIMBURSEMENT - DARRYL NICHOLS 2/13/15 | PER BD: TESTING | 131.22 | 1900087833 |
| DISTRICT 2 | 1032781 | ERICA KLEIN | HR INTERVIEWEE'S REIMBURSE-ERICA KLEIN 011515 | HR OCCUPATIONAL HEALTH | 798.44 | 1900087842 |
| DISTRICT 2 | 1032802 | OLLICE HUBBARD | ASSESSOR REIMBURSEMENT - OLLICE HUBBARD 2/13/15 | PER BD: TESTING | 214.44 | 1900087831 |
| DISTRICT 2 | 1032803 | LOUIE BRIGHT, III | ASSESSOR REIMBURSEMENT - LOUIE BRIGHT III 2/13/15 | PER BD: TESTING | 150.00 | 1900087830 |
| DISTRICT 2 | 1032804 | LEE BERGERON | ASSESSOR REIMBURSEMENT - LEE BERGERON 2/13/15 | PER BD: TESTING | 230.41 | 1900087829 |
| *DISTRICT 2 | | | | | 1,790.18 | |
| DISTRICT 3 | 1000128 | JEFF CO DEPUTY TREASURER | LEVIES PROBATED | SHER ENFORCE-BESSEMER | 32.00 | 1900087399 |
| DISTRICT 3 | 1000128 | JEFF CO DEPUTY TREASURER | LEVIES PROBATED | SHER ENFORCE-BESSEMER | 16.00 | 1900087542 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | PADLOCKS/BEANIES/TOBOGGAN | SHER CORRECT-BIRMINGHAM | 54.88 | 1900087540 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | LEVIES PROBATED | SHER ENFORCE-BIRMINGHAM | 112.00 | 1900087541 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | POSTAGE STAMPS | SHER ENFORCE-BIRMINGHAM | 39.20 | 1900087585 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FILTER/ADAPTOR/SWITCH/MISC | SHER ENFORCE-BIRMINGHAM | 196.55 | 1900087586 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | U BOLTS, AND HARDWARE | ES: TURKEY CREEK WWTP | 20.40 | 1900087587 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | K9 KENNEL/EMERGENCY INDOOR | SHER ENFORCE-BIRMINGHAM | 89.99 | 1900087382 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | TANK EXCHANGE;PROPANE TORCH;GLV REDUCER; | ES: FIVE MILE MAINT SHOP | 44.48 | 1900087355 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | LABELS;RE-CERTIFICATION FOR PHILLIP WOOLLEY; | ES: INSTRUMENT SHOP | 405.98 | 1900087405 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | MARKING WAND, PHONE CASES | R&T: HIGHWAY ENG & CONST | 90.84 | 1900087412 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | LANTERN;COTS; | ES: FIVE MILE CREEK WWTP | 421.83 | 1900087826 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | CDL RENEWAL, SANITIZER, SHIPPING, NOZZEL FITTINGS | ES: ADMIN LINE MAINT | 240.76 | 1900087702 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | CERTIFIED MAIL, HAND TOOLS AND PRESSURE REGULATOR | ES: CAHABA RIVER WWTP | 277.72 | 1900087669 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FLAGS FOR TUKEY AND WARRIOR | ES: TURKEY CREEK WWTP | 141.90 | 1900087660 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | PHONE CASES FOR NEW PHONES | R&T: HIWAY ENG & CONSTR | 140.64 | 1900087632 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | ROTARY SOCKET;DEFROST THERMOSTAT;CABLE;MEDS; | ES: VILLAGE ELEC SHOP | 257.45 | 1900087903 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | OFFICEJET PRO PRINTERS; | ES: FIVE MILE CREEK WWTP | 299.98 | 1900087648 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | JIGSAW BLADES,B75 VBELTS,FUSES,HI PRESS HOSES,OIL | ES: PKAGE WWTP & PUMP STA | 487.28 | 1900087904 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | TIE DOWN;BATTERY;CLOCK;CABLE;HERBICIDE;HEATER FUSE | ES: FIVE MILE CREEK WWTP | 491.76 | 1900087647 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FIRST AID SUPPLIES | ES: LEEDS WWTP | 26.88 | 1900087845 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FIELD BOOKS AND WHEEL - HIGHWAY ENGINEERING | R&T: HIWAY ENG & CONSTR | 225.80 | 1900087677 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | HERBICIDE LICENSE RENEWAL, SHOP CHAIR - BESSEMER | R&T: HIWAY MAINT-BESS | 104.99 | 1900087686 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | RELAYS;SOCKET SURFACE 5-BLADE; | ES: VILLAGE ELEC SHOP | 260.00 | 1900087649 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | TRIPOD - HIGHWAY ENGINEERING | R&T: HIWAY ENG & CONSTR | 245.00 | 1900087840 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FIELD BOOKS, MEASUREING WHEEL - HWY ENG. | R&T: HIWAY ENG & CONSTR | 225.80 | 1900087823 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | PARKING FEES;STORAGE BINS;JUMP DRIVE;TOTES; | ES: FIVE MILE CREEK WWTP | 113.19 | 1900087824 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | PVC PARTS FOR ALUM LINE | ES: LEEDS WWTP | 9.69 | 1900087657 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | WHEELS, SAFETY CLIPS | ES: VILLAGE LINE MAINT | 53.50 | 1900087698 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | CDL RENEWAL, KEY, DOWEL PIN, DRAIN CLEANER | ES: SHADES LINE MAINT | 106.16 | 1900087700 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | MILEAGE - TRAVEL TO BESSEMER COURTHOUSE | COUNTY ATTORNEY | 36.45 | 1900087820 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | BRUSH SET FOR SCRUSHER, CDL RENEWAL - KETONA | R&T: HIWAY MAINT-KETONA | 55.39 | 1900087839 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | SHOP SEAT, MISC. SUPPLIES, FLINTS FOR HEATERS | R&T: HIWAY MAINT-BESS | 43.26 | 1900087659 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | CRIMPER;BUSHINGS;CHAIRS; | ES: FIVE MILE CREEK WWTP | 415.31 | 1900087825 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | CAPSULES;WIPER BLADES;POLY TRAP;RECERTIFICATION; | ES: FIVE MILE CREEK WWTP | 107.05 | 1900088453 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31395-31456 | FINANCE SEWER SERVICES | 4,255.53 | 1900087635 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31390-31392 | FINANCE SEWER SERVICES | 324.64 | 1900087634 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31552 | FINANCE SEWER SERVICES | 7,558.56 | 1900087638 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31554 | FINANCE SEWER SERVICES | 199.33 | 1900087641 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31573 | FINANCE SEWER SERVICES | 259.84 | 1900087644 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31516-31524 | FINANCE SEWER SERVICES | 733.10 | 1900087637 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31553 | FINANCE SEWER SERVICES | 150.56 | 1900087640 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31572 | FINANCE SEWER SERVICES | 68.44 | 1900087643 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31581 | FINANCE SEWER SERVICES | 3,458.39 | 1900087646 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31457-31515 | FINANCE SEWER SERVICES | 3,276.17 | 1900087636 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31550 | FINANCE SEWER SERVICES | 386.31 | 1900087639 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31571 | FINANCE SEWER SERVICES | 441.03 | 1900087642 |
| DISTRICT 3 | 1000270 | A ALLEN RAMSEY PC | FEE DUE ON COLLECTIONS INV 31597 | FINANCE SEWER SERVICES | 77.00 | 1900087645 |
| DISTRICT 3 | 1004733 | FREEDOM REPORTING INC | DEPO ALFRED MINNIFIELD-BILES V. JEFFCO | COUNTY ATTORNEY | 111.85 | 1900087676 |
| DISTRICT 3 | 1032799 | EST OF BARBARA C. SPRADLING | REFUND PRIVATE METER CREDIT FOR SEWER CHARGES | ES: SANITATION ADMIN | 1,043.05 | 1900087578 |
| *DISTRICT 3 | | | | | 28,233.91 | |
| DISTRICT 4 | 1000032 | ALABAMA MESSENGER | 2015 SUBSCRIPTION FOR BESS PROBATE CT | PROBATE COURT | 15.00 | 1900087037 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | ZAC K BROOKS | COMMISSIONER, DISTRICT 4 | 70.00 | 1900087201 |
| DISTRICT 4 | 1000548 | CITY OF VESTAVIA HILLS | 13SMA VESTAVIA MED - STRUCTURED COLLASPE I/II | EMA | 1,950.00 | 1900087679 |
| DISTRICT 4 | 1003144 | HOMWOOD FIRE & RESCUE | 13SMA HOMWOOD GRANT REIMBURSEMENT INV 513744 | EMA | 8,972.15 | 1900087678 |
| DISTRICT 4 | 1020923 | ALABAMA FIRE COLLEGE | 13SMA BHM HVY & HOMWOOD MED INV 1134/1126 | EMA | 3,942.85 | 1900087680 |
| *DISTRICT 4 | | | | | 14,950.00 | |
| DISTRICT 5 | 1000032 | ALABAMA MESSENGER | 2015 SUBSCRIPTION FOR BD OF EQUAL | BD OF EQUAL - BHAM STATE | 15.00 | 1900087685 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CAR WASH - APPROVED BY COMMISSION | BD OF EQUAL - BHAM STATE | 13.00 | 1900087628 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | REVENUE-REIM. POSTAGE-TITLE APP. REMIT 79.28 | REVENUE | 79.28 | 1900087653 |
| DISTRICT 5 | 1000358 | MARSHALL & SWIFT | 4 RES COST HANDBOOK / 2 VALUATION SERVICE | BD OF EQUAL - BHAM STATE | 2,588.20 | 1900087837 |
| DISTRICT 5 | 1000832 | DONALD R MCALLISTER | LOCAL MILEAGE | BD OF EQUAL - BHAM STATE | 159.17 | 1900087838 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2005A2 SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 2,100.00 | 1900088508 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2005B0 SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 2,100.00 | 1900088511 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2005A1 SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 2,100.00 | 1900088507 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2005A4 SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 2,100.00 | 1900088510 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2004A SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 4,200.00 | 1900088512 |
| DISTRICT 5 | 1007938 | U S BANK | ADMIN FEE 2005A3 SCH WAR 1/1/15 TO 12/31/15 | FINANCE ADMIN | 2,100.00 | 1900088509 |
| *DISTRICT 5 | | | | | 17,554.65 | |
| ** | | | | | 63,553.90 | |

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

Mar-5-2015-206

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

For Week of 2/10/15 - 2/16/15

1. JEFFERSON COUNTY COMMISSION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM HELENA CHEMICAL, SELMA, AL, TO AWARD BID FOR HERBICIDES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 3/05/15 – 3/04/16. REFERENCE BID # 29-15

2. ENVIRONMENTAL SERVICES: TV INSPECTION FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, TO AWARD BID FOR THE PURCHASE OF RIDGID SEWER CAMERA PARTS, UNIVERSIAL ROLLER SKID, RIDGID REEL 200, COLOR SELF LEVELING CAMERA, DIGITAL RECORDING MONITOR AND RIDGID 5 WATT TRANSMITTER ON AS NEEDED BASIS FOR THE PERIOD OF 3/01/15 – 2/29/16. REFERENCE BID # 36-15
3. GENERAL SERVICES: ADMINISTRATION FROM C&J ASSOCIATES PEST CONTROL, MONTGOMERY, AL, TO AWARD BID FOR PEST CONTROL & INSPECTION SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 3/06/15 – 3/05/16. REFERENCE BID # 42-15
4. ENVIRONMENTAL SERVICES FROM LIGHTNING POWER, CORAL GABLES, FL, TO AWARD BID FOR GENERATORS, PORTABLE TRAILER MOUNTED ON AS NEEDED BASIS FOR THE PERIOD OF 3/06/15 – 3/05/16. REFERENCE BID # 46-15
5. GENERAL SERVICES FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR CONVECTION OVEN FOR THE PERIOD OF 3/05/15 – 3/04/16. REFERENCE BID # 48-15
6. GENERAL SERVICES FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR COMMERCIAL DISHWASHER FOR THE PERIOD OF 3/05/15 – 3/04/16. REFERENCE BID # 49-15
7. GENERAL SERVICES FROM DIXIE STORE FIXTURES, BIRMINGHAM, AL, TO AWARD BID FOR STATIONARY KETTLE FOR THE PERIOD OF 3/05/15 – 3/04/16. REFERENCE BID # 52-15
8. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM AAA ENVIRONMENTAL SERVICE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR REPAIRS OF HOUSEKEEPING EQUIPMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082377
CHANGE ORDER \$3,000.00 PURCHASE ORDER \$6,000.00 TOTAL
9. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM MORROW WATER TECHNOLOGY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES FOR HYDROMATIC 60 MPMH ROTATING ASSEMBLY, INCLUDING FRAME ASSEMBLY, IMPELLER AND LIP PLATE FOR PUMP. SAP PURCHASE ORDER # 2000082951 FREIGHT CHARGE \$ 132.17
PURCHASE ORDER \$5,691.17 TOTAL

For Week of 2/17/15 - 2/23/15

1. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA ONLY BID) FROM DIGITEL CORPORATION, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TELECOMMUNICATION EQUIPMENT FOR THE PERIOD OF 3/27/15 - 3/26/16. 1ST RENEWAL OF TWO YEAR RENEWAL OPTION. REFERENCE BID # 69-14
2. ENVIRONMENTAL SERVICES: CAHABA WWTP FROM RILE CONTROL OF ALABAMA, PE HAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES FOR LASER TRANSMITTER, METER AND POWER SUPPLY. SA PURCHASE ORDER # 2000084968 FREIGHT CHARGE \$ 50.00
PURCHASE ORDER \$8,987.23 TOTAL

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

Mar-5-2015-207

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/10/15 - 2/16/15 and 2/17/15 - 2/23/15, BE AND HEREBY IS APPROVED.

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

Mar-5-2015-208

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/10/15 - 2/16/15 and 2/17/15 - 2/23/15, BE AND HEREBY IS APPROVED.

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

Mar-5-2015-209

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute an agreement with MGT of America, Inc. to prepare two cost allocation plans for Jefferson County, (1) a Full Cost Allocation Plan and (2) an OMB A-87 Allocation Plan for the fiscal year ended September 30, 2013 at an amount not to exceed \$16,890.00.

CON-00007050

RFP#: 24-15

COST ALLOCATION PLAN

Fiscal Years 2015, 2016, 2017

THIS AGREEMENT entered into this _____ of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and MGT of America, Inc., located at 3800 Esplanade Lane, Suite 210, Tallahassee, FL 32311, hereinafter called "the Contractor". The effective date of this agreement shall be February 19, 2015.

WHEREAS, the County desires to contract for consulting services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said cost allocation plan to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF WORK: This Contract results from Jefferson County's Request for Proposal 24-15, dated November 14, 2014, the terms of which are included herein by reference. The Contractor shall provide the following:
 - A. Develop a detailed cost allocation plan in accordance with following the policies and procedures of OMB A-87. Start Date: February 19, 2015 Completion Day 12 Weeks from Start Date.
 - B. Develop strategies and procedures recommended for implementation. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - C. Identify opportunities to back claim indirect costs on grants that remain open, or to offset indirect costs that are disallowed. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - D. Distribution of Central Services to departments as appropriate. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - E. Determine and document departmental/program cost. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - F. Determine "charge back" initiatives". Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - G. Determine total costs of grantee departments that use public fees. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - H. Determine values associated with federally funded programs for reimbursements. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - I. Provide a summary of potential indirect cost recoveries. Start Date: February 19, 2015 Completion 12 Weeks from Start Date.
 - J. Obtain all expenditure and statistical information from financial statements and actual data.
3. TERM OF CONTRACT: The Contractor shall provide a Cost Allocation Plan to the County for three years starting February 19, 2015. The scope of work will be the same for each year to be completed within 12 weeks after start date. The Contractor will provide ongoing support until the end of the contract. The completion date of all services under this contract is February 19, 2018.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

Division

6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The Contractor shall be compensated for services rendered at the cost shown In Schedule "A" entitled "Compensation" upon submission of an itemized invoice.
8. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
9. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
10. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
11. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.
12. 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.
13. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) days) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.
Insurance Minimum Coverage:
Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County. General Liability: \$1,000,000 - Bodily injury and property damage combined occurrence \$1,000,000 - Bodily injury and property damage combined aggregate \$1,000,000 - Personal injury aggregate Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury. Automobile Liability: \$1,000,000 - Bodily injury and property damage combined coverage Any automobile including hired and non-owned vehicles Workers Compensation and Employers Liability: \$100,000 - Limit each occurrence Umbrella Coverage: \$1,000,000 - Each occurrence \$1,000,000 - Aggregate Added Additional Insured By Endorsement: Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the ITB/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance
14. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that

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

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

15. CONFLICTS OF INTEREST: During the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

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

CONTRACTOR

Mark Charland, President - MGT of America

JEFFERSON COUNTY, ALABAMA

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

| | | |
|--------------------------------|---------------|----------|
| Mike Callahan and Cleon Rogers | (State funds) | \$350.00 |
| AAAO Income Approach | | |
| Hoover, AL – March 2-3, 2015 | | |

General Services

| | | |
|-------------------------------|--|----------|
| Daryl Burr | | \$380.00 |
| Peter Langston | | \$380.00 |
| Backflow Certification Class | | |
| Leeds, AL – March 18-19, 2015 | | |

Individual Staff Development

Emergency Management Agency

| | | |
|---------------------------------------|---------------|----------|
| James Coker | (grant funds) | \$275.00 |
| AAEM Summer/Hurricane Governor's Prep | | |
| Mobile, AL – June 22-26, 2015 | | |

Revenue

| | | |
|------------------------------------|--|----------|
| Paula Mitchell | | \$250.00 |
| Certified Revenue Examiner Program | | |
| Hoover, AL – May 20-22, 2015 | | |

| | | |
|---|--|----------|
| Michael Humber | | \$150.00 |
| Sales & Use Tax Auditing & Special Topics: Restaurants/Bars | | |
| Hoover, AL – March 6, 2015 | | |

| | | |
|--------------|--|----------|
| Eddie Woodis | | \$150.00 |
|--------------|--|----------|

Special Issues Course
Hoover, AL – April 17, 2015

For Information Only

Personnel Board

| | |
|--|----------|
| Terria McDonald | \$300.00 |
| 2015 Spring Career Week Alabama State University Montgomery, AL – April 9, 2015 | |

Sheriff's Office

| | |
|--|----------|
| James Perry | \$962.97 |
| Brian Streit | \$962.97 |
| Practical Homicide Investigation Coral Springs, FL – June 1-5, 2015 | |

| | |
|---|------------|
| Rodney Robinson | \$1,165.75 |
| Ellen Scheirer | \$1,165.75 |
| Buried Body and Surface Skeletons Wildwood, FL – October 25-30, 2015 | |

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

Mar-5-2015-210

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
John Christopher Hand, Sheriff's Office was granted a military leave of absence from January 24, 2015 to February 1, 2015 , and the amount of pension contributions due John Christopher Hand is \$70.66 plus the County matching contributions of \$70.66 for a total of \$141.32.

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

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the CLARUS Consulting Group resolution be removed from the consent agenda to unanimous approval. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the funding resolution regarding the CLARUS Consulting Group be removed from the consent agenda to unanimous approval. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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

Mar-5-2015-211

WHEREAS, the Jefferson County Commission will have a Strategic Planning Retreat in March, 2015 to develop a strategic plan for Jefferson County; and

WHEREAS, an outside consultant is needed to assist the Commission in facilitating, developing and achieving a strategic plan.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a consulting agreement with CLARUS Consulting Group not to exceed \$24,000, plus expenses not to exceed \$2,500.00 as more fully set forth in the consulting agreement.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of March, 2015 by and between Jefferson County, Alabama, hereinafter called "the County", and Clarus Consulting Group located at 2201 5th Avenue South, #100, Birmingham, Alabama 35233, hereinafter called "the Consultant."

WHEREAS, the County desires to develop and achieve consensus around a strategic operational plan for Jefferson County.

WHEREAS, the Consultant desires to assist the County in developing an operational plan in order to effect good government in service of the people of Jefferson County;

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

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

SCOPE OF SERVICES: The Consultant agrees to assist the County Commission, County Manager and Department Heads in developing and achieving a strategic operational plan which will allow the commission members and executive staff to have clear, consistent direction and shared priorities for Jefferson County.

The Consultant will also provide services in accordance with the timeline described in the proposal dated February 18, 2015 and attached hereto and incorporated herein by reference.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence on March 5, 2015 and end upon the completion of Task IV.

COMPENSATION: The County shall pay Consultant \$24,000 for professional services provided in the following manner:

- 25% upon proposal acceptance
- 50% upon completion of Task III - Commission Retreat
- 25% upon completion of Task IV- Report and Recommendations

Expense Reimbursement: Consultant shall be entitled to reimbursement for expenses from the County for all out of pocket, administrative, reproduction and travel related expenses born by Client. Expenses to be reimbursed shall not exceed \$2,500 without prior approval of the County. Copies of receipts will be provided along with invoices.

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

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: Consultant 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 CONSULTANT: the Consultant acknowledges and understands that the performance of this contract is as an independent Consultant and as such, the Consultant 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.

The Consultant 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.

NON-DISCRIMINATION POLICY: the County is strongly committed to equal opportunity. The County encourages Contractors to share this commitment. Consultant agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, disability or veteran status.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Consultant shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law. Consultant will also furnish documentation confirming all relevant business license fees are current.

TERMINATION OF CONTRACT: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

INDEMNITY: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Agency, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's negligent act or omission regarding performance of services or work

conducted or performed pursuant to this Agreement.

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

Client: Jefferson County Manager
716 N Richard Arrington Jr. Blvd. North
Suite 251
Birmingham, AL 35203

Copy to: County Attorney
716 N Richard Arrington Jr. Blvd. North
Suite 280
Birmingham, AL 35203

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 Consultant 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. Consultant is also required to include the bid number on the evidence of insurance.

COUNTY FUNDS PAID: Consultant and the Consultant 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 Consultant 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 Consultant shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CONFLICT OF INTEREST: The Consultant declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Consultant for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Consultant pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Consultant for which compensation will be sought during the aforesaid period. In addition, the Consultant declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Consultant nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Consultant for which compensation will be claimed during the period of time this contract is being performed.

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

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONSULTANT:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President, Commissioner

Jefferson County Commission

Proposal for Planning Services

March 3, 2015

This proposal is submitted by Clarus Consulting Group, Inc. (referred to hereafter as "Clarus " or "Consultant"), at the request of the President of the Jefferson County Commission (referred to hereafter as "the Commission" or "Client"). The services we will provide and the corresponding fee structure are outlined below.

Project Background

The Jefferson County Commission seeks to develop and achieve consensus around a strategic operational plan which will allow the Commission members and executive staff to have clear, consistent direction and shared priorities going forward in order to effect good government in service of the people of the County. The focus of the plan will be to give clear direction about policy and procedure to the County Manager and staff pursuant to the County Manager's Act (see Acts # 2009-66 and 2011-69 of the Alabama Legislature).

As an initial step, Phase I of this project will include preparation for and facilitation of a 1 %Z day retreat of the County Commissioners. The objectives for phase I of this project are outlined below.

Phase I Objectives

- Informing Commissioners of the perspectives among the members of the Commission and key stakeholders
- Articulating shared goals among members of the Commission and key stakeholders
- Identifying shared strategic priorities, potential strategic priorities that need further research and discussion, or areas of disagreement regarding strategic priorities
- Establishing a process for communicating goals and priorities
- Identifying potential post-retreat activities needed to ensure alignment around direction and process (potential Phase II)

The work described below will allow Commissioners to determine alignment around strategic priorities and to set in place a process that, if implemented, will result in a fully developed plan. Phase I alone will not result in completion of a full operational or strategic plan for the County, but should establish a strong baseline and determine the steps needed to determine the scope and develop an operational plan to give direction and guidance under the County Manager's Act, as well as for stakeholders to understand the Commission's priorities.

Project Scope

Task I: Project Planning

In the initial project task, Clarus will work with Client leadership to confirm project objectives and processes and review background documentation to ensure the Clarus team has a thorough understanding of the Client's current status.

Task II: Stakeholder Engagement

In preparation for the planning retreat, Clarus will develop and facilitate an initial stakeholder engagement process. The purpose of the engagement is three-fold: 1) to gather feedback and insights about goals, priorities, opportunities and challenges facing the County government 2) to begin to develop buy-in around development of shared priorities and a process to implement those priorities and 3) to identify potential next steps for post-retreat follow-up. Clarus will:

- Develop an interview guide
- Conduct up to 15 individual interviews with Commission members, members of the County's executive administrative staff and others as identified by Client.
- Prepare a presentation that summarizes the feedback collected from stakeholders

Task III: Commission Retreat

Clarus will plan and facilitate a one and one-half day planning session with members of the Commission on March 27-28, 2015 in Point Clear, Alabama. The purpose of the session will be to achieve consensus among members of the Commission about direction and goals

for the Commission's major areas of responsibility and to identify strategies for communicating direction and goals going forward. Clarus will:

- Develop agenda and materials for the Board retreat
- Facilitate a one and one-half day (up to 12 hours) planning sessions during the retreat
- Document retreat discussions, outcomes and next steps in the strategic planning process

Task IV: Report and Recommendations

Clarus will develop a project report that details the planning accomplishments and decisions and includes related consultant recommendations. The project report will also document project processes and participants in order to provide a record for future reference.

Clarus will:

- Prepare a report of phase I project processes and outcomes, including consultant recommendations for potential next steps

Project Deliverables

- Facilitated project planning meeting (up to 1 hour)
- Up to 15 individual interviews
- Summary presentation of interview findings
- Facilitated one and one-half day (up to 12 hours) Commission retreat
- Report and Recommendations document

Project will commence upon receipt of signed contract. A preliminary timeline is outlined below; timeline achievement is dependent upon client availability for stakeholder engagement and planning sessions.

| <u>Task</u> | <u>Description</u> | <u>Anticipated Completion</u> |
|-------------|----------------------------|-------------------------------|
| I | Project Planning | February 2015 |
| II | Stakeholder Engagement | February - March 2015 |
| III | Commission Retreat | March 2015 |
| IV | Report and Recommendations | April 2015 |

Phase I Fee

The fee for this project is \$24,000

All out of pocket, administrative, reproduction, and travel related expenses to be borne by Client, not to exceed \$2,500. Any additions to the scope of work as described above will be agreed upon by the Client and billed at Consultant's usual and customary hourly rates or through a fixed fee addendum to this proposal. This proposal price is valid for 30 days from date of presentation to Client.

Payment Schedule

Please find a suggested payment schedule below. The final payment schedule will be agreed upon with the Client.

- 25% upon proposal acceptance
- 50% upon completion of Task III
- 25% upon completion of Task IV

Our services will begin upon acceptance of this agreement. Our engagement is terminable at will by either party, subject to payment of all fees for services performed and costs advanced through the date of termination. All work on this matter will be handled by one of the principals of Clarus, or subcontractors or employees working under our direct supervision.

If this proposal is not accepted, please retain all copies and delete any electronic version. Any use or further dissemination of this proposal without prior written permission from Clarus Consulting Group, Inc. is prohibited. All information that Clarus receives during the course of this work will be deemed confidential. Clarus will limit the disclosure of the confidential information to the principals and employees of Clarus on a reasonable 'need to know' basis, and shall protect the same from disclosure with reasonable diligence.

It is agreed that Clarus Consulting Group, Inc. will continue or may undertake in the future to consult with existing or new clients even if the interests of such clients are directly adverse to Client. In the event that, in our judgment, such consultation is directly and substantially related to this engagement, it is our policy to consult with you in advance of accepting any other such engagement and obtain a conflict waiver where necessary. We will, of course, manage the process throughout the duration of the engagement and ensure an on-time conclusion to your satisfaction.

If the foregoing proposal meets with your approval, please indicate your acceptance by signing in the space provided below. Please return the original to Clarus and retain a copy for your records. We certainly appreciate the opportunity to work with you and look forward to a mutually satisfactory relationship.

Accepted this of _____, 2015
James A. Stephens, President
Jefferson County Commission

Clarus Consulting Group

Lynn Elgin

Kay Kornmeier

Cathy Wright

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

Mar-5-2015-212

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the CFO is authorized and directed to transfer \$26,500 from the General Fund Balance to Commission Support for funding of the CLARUS Consulting Group, LLC agreement.

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

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

Mar-5-2015-213

WHEREAS, certain specified positions in the employment of Jefferson County shall be employed at-will as unclassified employees, pursuant to Alabama Act 2011-70; and

WHEREAS, the Chairperson - Board of Equalization is one of these positions; and

WHEREAS, bi-weekly salary for the position of Chairperson - Board of Equalization, Classification #094116, Grade 616, shall be set at \$4,461.60; and

WHEREAS, the Chairperson - Board of Equalization shall receive the same benefits available to employees in the classified service and authorized under this statutory appointment; and

WHEREAS, the Receiver hereby selected Maria Knight to serve as Chairperson - Board of Equalization, and the County Manager hereby appoints Maria Knight to serve as Chairperson - Board of Equalization as an at-will appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Maria Knight as the at-will Chairperson - Board of Equalization, effective March 16, 2015 be and hereby is approved.

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

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

Mar-5-2015-214

WHEREAS, the Finance Department is in need of additional resources to accurately and timely complete the Munis Tyler IT Transformation Project, and to assist in preparing financial statements and continuing financial disclosure obligations; and

WHEREAS, the Court in *USA v. Jefferson County*, Case No. CV-75-S-0666-S, has approved the Finance Department engaging Certified Public Accountant Kristin Carpenter as a consultant on a 24 month professional services contractual basis to perform financial services.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is authorized to enter into a 24 month professional services contract with Kristin Carpenter at an annual amount not to exceed One Hundred

Thirty Thousand (\$130,000.00) Dollars to provide financial services to the County.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 4th day of March, 2015 by and between Jefferson County, Alabama, hereinafter called "the County," and Kristin Carpenter located at 1608 15th Avenue South, Birmingham, AL 35205, hereinafter called "the Consultant."

WHEREAS, the County desires to contract for consultant services for professional fiscal and financial consulting services.

WHEREAS, the Consultant desires to furnish said services to the County.

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

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

SCOPE OF SERVICES: Consultant will provide professional fiscal and financial consulting services as directed by the Jefferson County Chief Financial Officer. The services will include but not be limited to: assisting with reporting and correction of the SAP and Munis Systems, preparing responses and documentation for auditors, preparing financial statements, and other duties as may be time to time required.

Consultant acknowledges and expressly agrees that Consultant shall report to, work with and provide advice to the County Manager, and to the Chief Financial Officer.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall be twenty-four (24) months and shall commence on March _____, 2015 through March _____, 2017

COMPENSATION: As full compensation for the Consultant's professional services performed hereunder, the County shall pay the Consultant an annual amount not to exceed One Hundred Thirty Thousand (\$130,000) Dollars and no/cents. Consultant shall receive bi-weekly payments of \$5,000.00.

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

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: Consultant 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 CONSULTANT: the Consultant acknowledges and understands that the performance of this contract is as an independent Consultant and as such, the Consultant 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.

The Consultant 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.

NON-DISCRIMINATION POLICY: the County is strongly committed to equal opportunity. Consultant agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, color, religion, sex, national origin, age, disability or veteran status.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Consultant shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law. Consultant will also furnish documentation confirming all relevant business license fees are current.

TERMINATION OF CONTRACT: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

LIABILITY: The Contractor shall not, without prior written permission of the County specifically authorizing her to do so, represent or hold herself out to others as an agent of or act on behalf of the County. The Consultant will indemnify and hold harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance

of the Consultant, its agents subcontractors of employees under this Contract.

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

Client: Jefferson County Manager
716 Richard Arrington Jr. Blvd. North
Suite 251
Birmingham, AL 35203

Copy to: Chief Financial Officer
716 N Richard Arrington Jr. Blvd.
Suite 830
Birmingham, Alabama 35203

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 Consultant 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.

COUNTY FUNDS PAID: Consultant and the Consultant 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 Consultant 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 Consultant shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CONFLICT OF INTEREST: The Consultant declares that, as of the date of the contract, neither the County, nor any of the County=s employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Consultant for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Consultant pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Consultant for which compensation will be sought during the aforesaid period. In addition, the Consultant declares, that as of the date of this contract, neither helit nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Consultant nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County=s, County Official, or County employee=s benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Consultant for which compensation will be claimed during the period of time this contract is being performed.

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

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in

full force and effect.

c. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONSULTANT:
Kristin Carpenter

JEFFERSON COUNTY, ALABAMA
James A. Stephens

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

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 19, 2015.

President

ATTEST

Minute Clerk