

STATE OF ALABAMA)

JEFFERSON COUNTY) September 25, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., David Carrington, 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 Brown seconded by Commissioner Stephens that the Minutes of September 11, 2014, be approved. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

The Commission met in Work Session on September 23, 2014, and approved the following items to be placed on the September 25, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9 and Addendum Item 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 9, excluding Item 3 and an additional two items.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 18.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 and 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 36, excluding Item 30 and 31.

Sep-25-2014-801

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Keith Hall on the Jefferson County Housing Authority Board, beginning upon approval for a five year term to end September 10, 2019, be and hereby is approved.

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

Sep-25-2014-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the meeting dates for the County Commission for the months of October and November, 2014 are as follows, unless otherwise modified and appropriate public notice given:

Tuesday Committee Meetings

Time: 9 A.M.
Location: Commission Conference Room,
Suite 200, Jefferson County
Courthouse

October 7 & October 28

November 18

Thursday Commission Meetings

Time: 9 A.M. (except as noted below)
Location: Commission Chamber,
Suite 270, Jefferson County
Courthouse (except for Bessemer
meetings noted below)

October 9 & October 29*

November 12 (Organizational Meeting @ 11:00)

November 20

* denotes that meeting will be held at the Bessemer Courthouse

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

Sep-25-2014-803

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Jonathan Lowe, Sheriff's Office was granted a military leave of absence from August 4, 2014 to August 29, 2014, and the amount of pension contributions due Jonathan Lowe is \$190.84 plus the County matching contributions of \$190.84 for a total of \$381.68.

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

Sep-25-2014-804

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Personnel Board of Jefferson County.

The Lamar Companies to provide billboard advertisement of Merit System positions for FY2014-2015 in the amount of \$35,700.

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

Sep-25-2014-805

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT No. STPBH-9802(88) TOPICS PHASE VIII roadway construction project in an amount not to exceed \$23,719.36 between Jefferson County and Neel-Schaffer, Inc. This reimbursable Agreement provides for all engineering, administrative, and construction management services associated with the sanitary sewer relocation required to accommodate ALDOT's TOPICS PHASE VIII, Roadway, Intersection and Signal Improvements along and about Green Valley Road and Crosshaven Drive in the City of Vestavia Hills.

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility, Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Neel-Schaffer, Inc., (hereinafter called the ENGINEER) Engineer's Phone Number 205-777-5873

W I T N E S S E T H:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. STPBH-9802(88) in Jefferson County, Alabama; said project being described on the project plans as TOPICS VIII, Sites 1 and 3; Roadway, Intersection, and Signal Improvements: Grade, Drain, Base, Pave, and Signal.

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 30 calendar days after date of written notice to proceed; and Phase II within 90 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work. The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work. Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$5,329.74; the maximum payment for Phase II will not exceed \$10,593.60; and the maximum payment for Phase III will not exceed \$7,796.02.

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I

Labor: Engineer	20	hours	@ 38.50/hr....	\$770.00
Engineer Technician	32	hours	@ 28.50/hr....	\$912.00
Rodman		hours	@	\$
Instrument Man		hours	@	\$
Typist 12		hours	@ 22.00/hr....	\$264.00

	hours @	\$	
	hours@ ..	.	\$....
TOTAL LABOR			\$1,946.00
Overhead Factor	1.4728 (including payroll additives)		\$2,866.07
Transportation:	65 miles @ \$ 0.51		\$33.15
(This rate is not to exceed the rate allowed by State law.)			
Subsistence: Meals and Lodging			\$0.00
SUBTOTAL			\$4,845.22
FIXED FEE FOR PROFIT			\$484.52
MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING			\$5,329.74

Maximum Engineering Cost for Phase II

Labor: Engineer	33	hours @ 38.50/hr....	\$1,270.00
Engineer Technician	80	hours @ 28.50/hr....	\$2,280.00
Typist	14	hours @ 22.00/hr....	\$308.00
		hours @	\$
		hours @	\$
		hours @	\$
		hours @....	\$
TOTAL LABOR			\$3,858.50
Overhead Factor	1.4728 (including payroll additives)		\$5,682.80
Transportation:	miles @ \$ 0.51		\$89.25
(This rate is not to exceed the rate allowed by State law.)			
Subsistence: Meals and Lodging			\$0.00
SUBTOTAL			\$9,630.55
FIXED FEE FOR PROFIT			\$963.05
MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING			\$10,593.60

Maximum Engineering Cost for Phase III

Labor: Project Manager	18	hours @ 46.70/hr....	\$840.60
Senior Inspector	72	hours @ 25.00/hr....	\$1,800.00
PLS		hours @	\$
Rodman		hours @	\$
Instrument Man		hours @	\$
Typist 8		hours @22.00/hr...	\$176.00
TOTAL LABOR			\$2,816.60
Overhead Factor	1.4728 (including payroll additives)		\$4,148.29
Transportation:	240 miles @ \$ 0.51		\$122.40
(This rate is not to exceed the rate allowed by State law.)			
Subsistence: Meals and Lodging			\$0.00
SUBTOTAL			\$7,087.29
FIXED FEE FOR PROFIT			\$708.73
MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING			\$7,796.02

V. Construction Cost Estimate for Project

The estimated relocation cost is in the amount of \$134,757.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written

application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance with Laws:

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer:

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a

Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 20____, and the OWNER on the _____ day of _____ 20_____.

WITNESS

WITNESS

OWNER:

Jefferson County Commission - Jefferson County, Alabama

W. D. Carrington, President

ENGINEER:

NEEL-SCHAFFER, INC

Christopher T. Sellers, P.E., Vice President

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

Sep-25-2014-806

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Perkin Elmer Health Sciences, Inc., in the amount of \$11,916.00 for the 3 Year Renewable contract for the annual maintenance of the Inductively Coupled Plasma (ICP) System which provide for factory trained technicians and on-site repair with parts, labor, shipping and travel costs.

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

Sep-25-2015-807

WHEREAS, Jefferson County, Alabama entered into an agreement with the Alabama Department of Transportation (ALDOT), on June 26, 2414, M.B. 166, Pages 379-383, to reimburse the County's expenses for relocation of sanitary sewers that are in conflict with ALDOT'S Vehicular/Pedestrian Bridge construction on F. L. Shuttlesworkh Drive from 29th Avenue North to 32nd Avenue North in the City of Birmingham, and

WHEREAS, Jefferson County Environmental Services has proposed and ALDOT has agreed to further modify the preliminary sanitary sewer relocation alignment, and

WHEREAS, ALDOT requires a replacement agreement reflecting the additional alignment modifications of the relocated sanitary sewer, and

WHEREAS, the revisions are incorporated in a replacement agreement to be executed by ALDOT, and requires approval and execution by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The Agreement of June 26, 2014, M.B. 166, Pages 379-383, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$1,258,907.00 is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), (copy attached) in the amount of \$930,400.00 to reimburse the County's expenses for the for relocation of sanitary sewers that are in conflict with ALDOT'S Vehicular/Pedestrian Bridge construction on F. L. Shuttlesworth Drive from 29th Avenue North to 32nd Avenue North in the City of Birmingham is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County,

REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR

<input type="checkbox"/> Private Right-of-Way	PROJECT NUMBER Utilities STPAA-STPBH-7376(600)
<input checked="" type="checkbox"/> Public Right-of-Way	Construction STPAA-STPBH-7376(600)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson Co., AL, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. STPAA-STPBH-7376(600) and consisting approximately of the following: installation of approximately 1,710 LF of sanitary sewer ranging in size from 8-inch to 18-inch diameter, 750 LF of 18" CIPP liner and necessary manholes and appurtenance; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$ 930,400.00 .

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. This agreement includes betterment Yes No.

Z If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$930,400.00. The total estimated cost including betterment is \$930,400.00.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being ___100___ percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U. S. C. Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. Exhibit N is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS:

RECOMMENDED FOR APPROVAL:

JEFFERSON COUNTY COMMISSION

BY: Brian Davis, Division Engineer

W. D. Carrington, President

BY: Robert G. Lee, Utilities Engineer

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper Transportation Director

The within and foregoing Agreement is hereby approved on this day of , 20

Robert Bentley GOVERNOR

STATE OF ALABAMA

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

Sep-25-2014-808

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation (ALDOT) in the amount of \$437,005.00. This agreement allows the COUNTY reimbursement for all costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT Reed Harvey Park Greenway Improvements project in the City of Center Point.

REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR

<input type="checkbox"/> Private Right-of-Way	PROJECT NUMBER Utilities STPBH-CN10()
<input checked="" type="checkbox"/> Public Right-of-Way	Construction STPBH-CN10()

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson Co., AL, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. STPBH-CN10() and consisting approximately of the following: installation of approximately 2120 LF of sanitary sewer relocation along Polly Reed Road in Center Point; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$437,005.00.
 - a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.
 - b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

- c. This agreement includes betterment Yes No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$437,005.00. The total estimated cost including betterment is \$00.00.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U. S. C. Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. Exhibit N is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS:

RECOMMENDED FOR APPROVAL:

JEFFERSON COUNTY COMMISSION

BY: Brian Davis, Division Engineer

W. D. Carrington, President

BY: Robert G. Lee, Utilities Engineer

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper Transportation Director

The within and foregoing Agreement is hereby approved on this day of , 20 .

Robert Bentley GOVERNOR

STATE OF ALABAMA

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

Sep-25-2014-809

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Alabama Gas Corporation. regarding itemized improvements constructed over a Jefferson County sanitary sewer main located within a defined sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT

AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and ALABAMA GAS CORPORATION (the "Owner").

RECITALS:

Owner is the owner of real property being a portion of vacated 13th Street North, lying South of 1st Avenue North and North of an existing railroad, Birmingham, Alabama, as shown on the attached Exhibit B (the "Property"). Said portion of vacated 13th Street North lying West of Lot 1, and East of Lot 2 of Hardin's Resurvey, recorded in Map Book 157, Page 41, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner requested and was granted by the City of Birmingham the vacation of a portion of 13th Street North by Resolution 227-14 as shown on the attached Exhibit C (the "Vacation"). Said vacation resulted in the vacated public ways becoming an easement in their entirety. Owner in turn granted a defined width easement to the County and the County in exchange released the County's interest in remainder of vacated way not encompassed in County's sanitary sewer easement as shown on the attached Exhibit A ("the Easement/Improvements").

Owner plans to install four electric gates, support posts with support footings, motors, two card readers and support posts, several electrical conduits, concrete sidewalks with curbs as well as two islands with curb over or adjacent to an existing sanitary sewer mains (as shown on Exhibit A, and collectively referred to as, the "Improvements"), for the purpose of serving the Alagasco Metro facility. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the Easement or improvements adjacent to the Easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to construct and to continue the requested encroachment of the Improvements not only within the Easement but also over sanitary sewer mains and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

ALABAMA GAS CORPORATION

W. D. Carrington, President

Steven R. Chapman, Vice President Support Services

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Professional Service Agreement for Permit Required Confined Space Entry Safety Course between Jefferson County and Industrial Safety Solutions, Inc.

AGREEMENT
PROFESSIONAL SERVICE AGREEMENT FOR
PERMIT REQUIRED CONFINED SPACE ENTRY SAFETY COURSE

This AGREEMENT, made this the day of , 2014 by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Industrial Safety Solutions, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the professional services for the Permit Required Confined Space Entry Safety Course as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, agrees to provide the services as outlined in the Scope of Work to include: Lecture, discussion, video, PowerPoint presentations, hands-on exercises, and examples in training approximately ninety (90) employees of the Jefferson County Environmental Services Department (ESD) in the Permit Required Confined Space Entry Safety Course. The CONSULTANT certifies that the course covers the requirements for permitted confined space entry as presented in OSHA 29 CFR 1910.146. The CONSULTANT also certifies that each participant that successfully completes the safety training courses will receive the following documentation: (1) Permit Required Confined Space Entry Safety Course Completion Certificate, (2) Permit Required Confined Space Entry Safety Course Completion Wallet Card, and (3) Official Safety Training Document.

SECTION 1 - OBLIGATION OF CONSULTANT TO OWNER

The CONSULTANT will perform the following services:

Prepare, perform and document the Permit Required Confined Space Entry Safety Course.

Provide the required laptop computer, Participant Workbooks, projector, screen, speakers, video monitor, etc. for each class
Teach the Permit Required Confined Space Entry Safety Course in accordance with all applicable OSHA regulations. Each student is required to participate 100 percent of each class in order to receive training documentation.

SECTION 2 - OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

Furnish the use of the Jefferson County Environmental Services Training Room located at the Shades Valley facility for the training course, which will (1) be adequate for the number of students in each training session; (2) have adequate seating and desk space for each student; (3) have adequate lighting/illumination; (4) has standard electricity or access to standard electricity; and (5) have an environment conducive to learning.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days upon receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

2. The work to be performed shall be completed within one week of commencement. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

SECTION 1

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT an amount not to exceed four thousand four hundred forty eight dollars (\$4,448.00), based upon the attached Fee Schedule which is hereby incorporated as a part of this AGREEMENT. This contract amount shall not be exceeded except by formal amendment to this agreement.

The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

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

SECTION 2 - TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract. 2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:

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

SECTION 3 - TERMINATION OF CONTRACT FOR BREACH

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

SECTION 4 - CONTROVERSY

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

SECTION 5 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement

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

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

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

SECTION 6 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 7 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 8 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY or the OWNER, except regularly retired employees, without written consent of the public employer of such person.

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

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

SECTION 9 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the OWNER and in accordance with the established policies, practices and procedures of the Jefferson County Environmental Services Department.

SECTION 10 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor to maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

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

A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not

discriminate on the grounds of race, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

B. Solicitations of Subcontractor, Including Procurement or Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions of Noncompliance:

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

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

SECTION 11 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Jeffery K Dennis, President

Industrial Safety Solutions, Inc.

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

Sep-25-2014-811

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the agreement for AutoCAD Electrical 2015 Standalone License and Subscription between Jefferson County Commission and DLT Solutions.
CONTRACT NO:

THIS AGREEMENT entered into this 18th day of July 2014, by and between Jefferson County Alabama hereinafter called "the County", and DLT Solutions located at 13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171 called "the Contractor". The effective date of this agreement shall be July 18, 2014.

WHEREAS, the County desires to contract for Autodesk AutoCAD Electrical 2015 Standalone License and Subscription for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said License and Subscription 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 provide the service hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's request for AutoCad Electrical 2015 Standalone License and Subscription. The contract and DLT Solutions Quote # 4386412 describes the scope of services called for and is adopted herein by reference. Those two components constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contract term expires on July 18, 2015, with the option to renew for two (2) additional one (1) year terms.
4. COMPENSATION: : The Contractor shall be compensated a sum in the amount of \$6,021.24.
5. PAYMENT TERMS: Net 30.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
7. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
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. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. 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.
11. HOLD HARMLESS AND INDEMNIFICATION: Contractor agrees to indemnify Jefferson County against any third party claims that the Licensed Software (as defined in the attached Subscription Agreement) constitutes an infringement of a third party's patent, trademark, copyright or other intellectual property right, provided that Jefferson County (a) gives Contractor prompt written notice of such claim (b) gives Contractor in writing the sole control of the defense (c) and cooperates with Contractor in its defense of the action and all negotiations for its settlement or compromise. Notwithstanding the foregoing, Contractor shall have no responsibility for claims arising from (i) modifications of the Licensed Software not made or authorized by Contractor or (ii) combination or use of the Licensed Software with software, equipment, or devices not supplied or approved by Contractor.
12. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

16. 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.

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

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

19. 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.

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

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

JEFFERSON COUNTY COMMISSION

David Carrington, President

DLT Solutions

_____, Authorized Signature

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

Sep-25-2014-812

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer fee reimbursement claim of Jefferson Neil Traywick is hereby denied.

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

Sep-25-2014-813

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim by Thomas Grace is denied.

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

Sep-25-2014-814

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Fannie Garner is denied.

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

Sep-25-2014-815

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Rhonda Carroll in the amount of Seven Hundred Ninety Four and 40/100 (\$794.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Rhonda Carroll in the amount of \$794.40 and forward it to the County Attorney for disbursement.

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

Sep-25-2014-816

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of John Henry Carson, Jr., in the amount of Nine Hundred Ninety Two and 73/100 (\$992.73) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to John Henry Carson, Jr. in the amount of \$992.73 and forward it to the County Attorney for disbursement.

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

Sep-25-2014-817

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Ins. Co., on behalf of Josh Niewiadomski, in the amount of Ten Thousand Six Hundred Sixty Three and 27/100 (\$10,663.27) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to State Farm Ins. Co. in the amount of \$10,663.27 and forward it to the County Attorney for disbursement.

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

Sep-25-2014-818

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled *Ted E. Self v. Carol W. Willis, et al.*, Jefferson County Circuit Court Case No. CV 2011-902137, and accept the amount of One

Thousand (\$1,000.00) Dollars as payment for the County's interest in the subject quiet title action.

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

Sep-25-2014-819

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Mr. Stephen Gray be appointed to fill the unexpired term of Chris Perry on the Mount Olive Community Center Board of Directors for the term expiring in April of 2016, be and hereby is approved.

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

Sep-25-2014-820

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

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

WHEREAS, the Commission wishes to support efforts to provide safety as well as disaster preparedness throughout the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that any rezoning, variance, and plan review fees for the Adger Community Storm Shelter will hereby be reimbursed in an amount up to \$300.00.

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

Sep-25-2015-821

Jefferson County Commission
Community Grant Program
Funding Guidelines

Each of the five Jefferson County Commissioners is authorized to recommend approval of Community Grants to qualified non-profit organizations, volunteer fire departments and governmental entities for projects or activities that benefit the community. Each fiscal year, commissioners will be allotted an equal amount through the annual budgeting process in order to provide such Community Grants subject to the terms contained herein, such funds to be held in a separate account for each commission district. Any unobligated funds remaining in these respective accounts at the end of each fiscal year will revert back to the general fund and shall not be carried over from year to year.

Purpose

Community grants are intended to assist eligible organizations with specific, short-term projects or activities which positively impact either a specific community within Jefferson County or the County at Large. A wide range of projects may be eligible for funding, including, but not limited to, job creation, education and training, social and human services, and natural resource management. Jefferson County discourages requests for ongoing operational funding that cannot be sustained beyond the grant period. Any projects that request funding for annual operations will not be considered.

Eligibility

Applicants for Community Grants must be non-profit organizations, volunteer fire departments, or governmental entities, including but not limited to, public corporations (including fire districts), boards of education, agencies, authorities, and commissions that serve populations within Jefferson County. Non-profit organizations must have a 501(c)(3) classification that is in good standing with the Internal Revenue Service, and be current on their 990 filings.

The policy for handling Community Grants include the following requirements:

1. The grantee that receives and/or expends the funds shall be identified in the contract with the County. (There shall not be any pass

through contracts.)

2. The grantee that receives and/or expends the funds must satisfy the eligibility requirements of the County.

3. The eligibility requirements of the County include:

- a. Submission of articles of incorporation or other organizational documents as required by County Finance Department;
- b. Submission of such financial information as required by County Finance Department;
- c. Submission of evidence of qualification as a nonprofit organization exempt from taxation under Internal Revenue Code Section 501(c)(3).

501(c)(3).

4. Community Grants shall include the following requirements:

a. The Grantee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner of 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 Grantee for a period of not less than three (3) years from termination of the fiscal year set out above."

b. Grantee and Grantee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement."

c. "Grantee and the Grantee 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 Grantee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the Scope Of Work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value and no benefit whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement."

d. (sic) "Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Grantee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement."

5. Any failure to fulfill any requirement of the County Commission Funding Guidelines for handling Community Grant contracts and/or any requirement of the contract shall disqualify the organization from any future Community Grant contracts for such period as determined by the County Commission.

Individuals and For-Profit entities are not eligible to apply. All parties interested in applying must show a good and sufficient public purpose to be eligible to receive Jefferson County Community Grant Funds. All expenditures of funds received under this program must be done in accordance with all state laws and regulations which govern the expenditure of public funds.

Funding

While there is no established minimum amount for grant requests, applicants are encouraged to request up to \$1,000 if the requested grant funds will not be matched with funds from a third party or up to \$2,500 if the requested grant funds will be matched with funds from a third party.

Application

Applicants must complete and submit one copy of the Jefferson County Community Grant application form and attach proof of non-profit status, as defined above. The most compelling applications will contribute some resources toward the project budget, either in goods and services or cash funding, however, a match is not required. Grant applications are accepted at any time throughout the year, but are reviewed on a monthly basis. Applications should be mailed or emailed to the commissioner whose district the project falls within. Addresses and email addresses can be found beginning on page 4 of this document.

Evaluation

Upon receipt, Jefferson County Commission staff will initially screen applications for completeness. Incomplete applications will be returned to the applicant with a request for additional information. Copies of all current applications will be forwarded to each County Commissioner on or about the last day of every month. Factors that will be considered during the review process include but are not limited to, the merit of the proposed project or program, benefit to the community, and organizational capacity. Community Grants will be awarded at the discretion of the commissioner for the district where the project or organization is located (notwithstanding, a commissioner may advance a request for a Community Grant for a project or organization located outside of such commissioner's district if such project or organization benefits the county as a whole), subject to (1) a majority vote of commissioners at a meeting of the County Commission, a

quorum being present, and (2) execution of a grant agreement between the grant recipient and the County Commission.

Awards

All applicants will be notified by mail of the Commission's decision. At that time, successful applicants will receive further instructions describing how to receive the grant award.

Post Award Requirements

Acknowledgments of Funding: if any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or information campaigns, grant recipients must acknowledge support from the Jefferson County Community Grant Program.

Final Report: Recipients will be required to submit a written report upon completion of the grant funded project or activity that summarizes results and certifies that grant funds were used as intended within 30 days of the completion of the project. Grant awards not expended within one year following receipt of the grant award shall be returned by the grant recipient to Jefferson County within 30 days following the one year anniversary date of the grant receipt. For purposes of this program, the date of receipt of a grant award shall be the date that Jefferson County issues a check to the recipient.

Subject to Audit: To comply with restrictions on the use of public funds, recipients may be asked to furnish financial and accounting information for audit purposes.

Grant Recipients who do not comply with award requirements established by The Jefferson County Commission may be subject to repaying funds received and may be ineligible for future funding consideration.

Additional Information

For additional information about the Jefferson County Community Grant Program, please contact your Jefferson County Commissioner.

Completed application packets should be mailed or sent via email to the following address:

District 1

Commissioner George Bowman
716 Richard Arrington Jr. Blvd Ste. 240
Birmingham, AL 35203
claytony@jccal.org
205-214-5504

District 2

Commissioner Sandra Little Brown
716 Richard Arrington Jr. Blvd Ste. 250
Birmingham, AL 35203
wadlingtonk@jccal.org
205-325-5074

District 3

Commissioner Jimmie Stephens
716 Richard Arrington Jr. Blvd Ste. 210
Birmingham, AL 35203
willisc@jccal.org
205-325-5555

District 4

Commissioner T. Joe Knight
716 Richard Arrington jr. Blvd Ste. 220
Birmingham, AL 35203
brooksz@jccal.org
205-325-5070

District 5

Commissioner David Carrington
716 Richard Arrington Jr. Blvd Ste. 230
Birmingham, AL 35203
caputop@jccal.org
205-325-5503

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

9/25/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	THREE POWER SUPPLIES FOR BIRMINGHAM JAIL.	GEN SVCS: ADMINISTRATION	232.50	1900082641
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF LAMINATE FOR REVENUE BHAM.	GEN SVCS: ADMINISTRATION	122.40	1900082646
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED CEILING TILE AND T&S FAUCETS AND SUPPLIE	GEN SVCS: ADMINISTRATION	573.70	1900082878
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED A FAN MOTOR AND TWO BELTS FOR GSOC.	GEN SVCS: ADMINISTRATION	489.97	1900082730
*DISTRICT 1					1,418.57	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOLTS, LOCKS, RATCHET STRAPS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	150.93	1900082642
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREWS FOR TRAILER BED, POLE SAW PARTS	R&T: HIGHWAY MAINT-KETONA	36.70	1900082535
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE PC FORAY BOARD AND 5 PC PENCIL KIT ROW	R&T: RIGHT OF WAY	11.49	1900082877
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ARGONE GAUGE FOR TANK WELDER - KETONA	R&T: HIGHWAY MAINT-KETONA	83.00	1900082728
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR GAUGUE - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	5.99	1900082868
*DISTRICT 2					288.11	
DISTRICT 3	1000756	URISA	URISA MEMBERSHIP - PROFESSIONAL FOR LEONID	INFO TECHNOLOGY	218.75	1900082512
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	155.52	1900082729
DISTRICT 3	1032281	DANIEL BILES	REIMBURSEMENT - MOVING EXPENSES	NON-DEPT EXPENDITURES	10,291.23	1900082875
DISTRICT 3	1032281	DANIEL BILES	REIMBURSEMENT - IPAD/IPHONE	NON-DEPT EXPENDITURES	189.08	1900082876
*DISTRICT 3					10,854.58	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MOSQUITO REPELLANT	STORM WATER MGT DEPT	38.94	1900082836
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH PER DIEM	STORM WATER MGT DEPT	38.00	1900082838
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MANAGEMENT DEPT	73.31	1900082839
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MANAGEMENT DEPT	73.71	1900082840
DISTRICT 4	1000193	JEFFERSON CO TREASURER	IPHONE ACCESSORIES	LAND DEVELOPMENT	64.98	1900082771
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	166.48	1900082869
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH PARKING	STORM WATER MANAGEMENT DEPT	6.00	1900082837
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	183.91	1900082745
DISTRICT 4	1006265	HORACE WALKER	HORACE WALKER - E0922 IEMC PLANNED EVENTS REIMB.	EMERGENCY MANAGEMENT AGENCY	78.39	1900082487
DISTRICT 4	1031128	TONI RICHARDSON	TRAVEL APPA	FC ADMIN SERVICES	76.39	1900082886
DISTRICT 4	1032489	CYNTHIA LYNN STATON	PERMIT 140449M - NOT GOING TO DO WORK	INSPECTION SERVICES	195.00	1900082898
*DISTRICT 4					995.11	
DISTRICT 5	1000018	ALA STATE BAR FOUND ALA	BAR DUES 2014-2015 - CAROL SUE NELSON	COUNTY ATTORNEY	325.00	1900082863
DISTRICT 5	1000018	ALA STATE BAR FOUND ALA	BAR DUES 2014-2015 - SHAWNNA H. SMITH	COUNTY ATTORNEY	325.00	1900082865
DISTRICT 5	1000018	ALA STATE BAR FOUND ALA	BAR DUES 2014-2015 - BRENT G. GRAINGER	COUNTY ATTORNEY	325.00	1900082867
DISTRICT 5	1000018	ALA STATE BAR FOUND ALA	BAR DUES 2014-2015 - THEODORE A. LAWSON, II	COUNTY ATTORNEY	325.00	1900082864
DISTRICT 5	1000018	ALA STATE BAR FOUND ALA	BAR DUES 2014-2015 - ALLISON NICHOLS GAULT	COUNTY ATTORNEY	325.00	1900082866
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX	ES: BARTON LAB	196.35	1900082096
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STAMPS, SHIPPING CHARGES FOR CAMERA'S	ES: ADMIN LINE MAINTENANCE	180.81	1900082492
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUSINESS CARDS	ES: TURKEY CREEK WWTP	120.00	1900082455
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN SAW BLADE	ES: TURKEY CREEK WWTP	25.98	1900082639
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMINISTRATION	17.39	1900082640
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES,BITS, HOSE, CLIPS	ES: VILLAGE MAINTENANCE SHOP	307.63	1900082644
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING;BAIT & TRAPS;DRY ERASE;FREON;MED;SUPPLIES;	ES: VILLAGE ELECTRICAL SHOP	157.96	1900082645
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL, SUPPLIES FOR W/D CONNECTION, PINS,PUMP,COUPLI	ES: SHADES LINE MAINTENANCE	355.76	1900082495
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULK LTS 1000UL TIPS	ES: BARTON LAB	155.20	1900082456
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRIGERANT FITTINGS HVAC SUPPLIES FUSES CERTIFICA	ES: VALLEY CREEK WWTP	456.45	1900082749
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE, ROPE	ES: VILLAGE MAINTENANCE SHOP	200.77	1900082677
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC GLUE,HOSE & FITTINGS,V-BELT,THERMOSTATS,WATER	ES: PACKAGE WWTP & PUMP STATIO	289.04	1900082764
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING-USA V. JEFFCO DEPO	COUNTY ATTORNEY	14.00	1900082765
DISTRICT 5	1000193	JEFFERSON CO TREASURER	125 AMP 3 POLE BREAKER	ES: PACKAGE WWTP & PUMP STATIO	499.99	1900082788
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DISCHARGE HOSE	ES: CAHABA RIVER WWTP	71.06	1900082717
DISTRICT 5	1000193	JEFFERSON CO TREASURER	O-RINGS, SPRAYER	ES: CAHABA RIVER WWTP	49.94	1900082719
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LAMINATING SHEETS	ES: CAHABA RIVER WWTP	12.88	1900082720
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT FOR NOTARY EXPENSES	HUMAN RESOURCES OCCUP HTH	172.00	1900082743
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TREE PRUNER	ES: CAHABA RIVER WWTP	34.97	1900082718
DISTRICT 5	1004733	FREEDOM REPORTING INC	DEPO OF DELORES FROST	COUNTY ATTORNEY	328.60	1900082741
DISTRICT 5	1022669	HALI CHAMBERS	ASSESSOR REIMBURSE - HALI CHAMBERS 09.02.14	PER BD: TESTING	125.00	1900082620
DISTRICT 5	1028647	BRITTANY GREGORY	ASSESSOR REIMBURSE - BRITTANY GREGORY 09.04.14	PER BD: TESTING	135.53	1900082714
DISTRICT 5	1029971	MICHAEL EKEMA-AGBAW	ASSESSOR REIMBURSE - MICHAEL EKEMA-AGBAW 09/20	PER BD: TESTING	257.57	1900082624
DISTRICT 5	1030408	CHRISTOPHER DOWNING	ASSESSOR REIMBURSE - CHRISTOPHER DOWNING 9.201	PER BD: TESTING	125.00	1900082623
DISTRICT 5	1031270	CASEY HOLCOM	ASSESSOR REIMBURSEMENT - CASEY HOLCOM 09.02.14	PER BD: TESTING	397.16	1900082627
DISTRICT 5	1032222	PAMELA GRAHAM	ASSESSOR REIMBURSEMENT - PAMELA GRAHAM 09/2014	PER BD: TESTING	300.77	1900082625
DISTRICT 5	1032447	AMBER COTTON	ASSESSOR REIMBURSEMENT - AMBER COTTON 09.02.14	PER BD: TESTING	167.15	1900082621
DISTRICT 5	1032448	KATELYN BRIGGS	ASSESSOR REIMBURSEMENT - KATELYN BRIGGS 09.02.2014	PER BD: TESTING	636.11	1900082619
DISTRICT 5	1032449	PERRY WELLS	ASSESSOR REIMBURSEMENT - PERRY WELLS 09/02/2014	PER BD: TESTING	175.00	1900082637
DISTRICT 5	1032450	SHUJAAT AHMED	ASSESSOR REIMBURSEMENT - SHUJAAT AHMED 09.02.14	PER BD: TESTING	145.25	1900082616
DISTRICT 5	1032451	MICHAEL CRUZ	ASSESSOR REIMBURSEMENT - MICHAEL CRUZ 09.02.14	PER BD: TESTING	125.00	1900082622
DISTRICT 5	1032452	SAMUEL AU	ASSESSOR REIMBURSEMENT - SAMUEL AU 09.02.14	PER BD: TESTING	725.21	1900082617
DISTRICT 5	1032453	JENNIFER RICE	ASSESSOR REIMBURSEMENT - JENNIFER RICE 09/02/14	PER BD: TESTING	194.44	1900082634
DISTRICT 5	1032454	SIJIA LI	ASSESSOR REIMBURSEMENT - SIJIA LI 09/2014	PER BD: TESTING	329.93	1900082629
DISTRICT 5	1032455	SALLY REESE	ASSESSOR REIMBURSEMENT - SALLY REESE 09.02.14	PER BD: TESTING	378.53	1900082633
DISTRICT 5	1032456	THOMAS PATTERSON	ASSESSOR REIMBURSEMENT - THOMAS PATTERSON 09/2014	PER BD: TESTING	388.25	1900082632
DISTRICT 5	1032457	HEATHER BEARD	ASSESSOR REIMBURSEMENT - HEATHER BEARD 09.02.14	PER BD: TESTING	203.57	1900082618
DISTRICT 5	1032458	THOMAS TRAUTMAN	ASSESSOR REIMBURSEMENT - THOMAS TRAUTMAN 09/2014	PER BD: TESTING	175.00	1900082636
DISTRICT 5	1032459	BRANDON SHOLAR	ASSESSOR REIMBURSEMENT - BRANDON SHOLAR 09/02/2014	PER BD: TESTING	167.12	1900082635
DISTRICT 5	1032460	JESSICA LOVE	ASSESSOR REIMBURSEMENT - JESSICA LOVE 09/02/14	PER BD: TESTING	125.00	1900082630
DISTRICT 5	1032461	LEAH HALPER	ASSESSOR REIMBURSEMENT - LEAH HALPER 09.02.14	PER BD: TESTING	193.04	1900082626
DISTRICT 5	1032462	ASHLEIGH LUTTERY	ASSESSOR REIMBURSEMENT - ASHLEIGH LUTTERY 09/02/14	PER BD: TESTING	175.00	1900082631
DISTRICT 5	1032463	APRIL BRE LAMOUNTAIN	ASSESSOR REIMBURSEMENT - APRIL BRE LAMOUNTAIN 09/2	PER BD: TESTING	251.36	1900082628
DISTRICT 5	1032468	ELLEN LARKIN	REFUND SEWER IMPACT FEE	ES: SANITATION ADMINISTRATION	205.00	1900082739
DISTRICT 5	1032493	HEALTHPORT	MEDICAL RECORDS - DELORES FROST	COUNTY ATTORNEY	43.45	1900082747
*DISTRICT 5					11,416.22	
**					24,972.59	

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Blackbaud, Inc. to provide maintenance and support for Fund Accounting Solutions software for three years beginning July 1, 2013, with annual renewals each July 1st through 2015 in the amount of \$7,562.57 annually.

CONTRACT NO. CON00005408

Fund Accounting Solutions Software Maintenance and Support

THIS AGREEMENT entered into this 1st day of July 2013, by and between Jefferson County Alabama hereinafter called "the County", and Blackbaud, Inc., called "the Contractor", located at 2000 Daniel Island Drive, Charleston, SC 29492. The effective date of this agreement shall be July 1, 2013.

WHEREAS, the County desires to contract for said Fund Accounting Solutions Software Maintenance/Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional services and support 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. The terms of the Agreement to Purchase ("ATP") and Master Services and Software Agreement ("MSSA") referenced therein, shall govern the purchases herein and shall hereby made a part of this agreement. In the event of any conflict among the terms of this agreement, the ATP, MSSA or a SOW, the following order of precedence shall apply: (1) this agreement; (2) ATP; (3) MSSA; (4) SOW.
2. SCOPE OF SERVICES: This contract results from Jefferson County's sole source contract, contract number CON00002746. The attached ATP describes the scope of services called for and purchased therein. Those services described therein and this CONTRACT document constitutes the entire agreement between the parties.
3. MAINTENANCE and SUPPORT: Maintenance and support will be provided within the hours of 7:00 A.M. CT to 7:00 P.M. CT ("Normal Business Hours").
4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The term of this agreement shall be three years with annual renewals each July 1st through 2015.
5. COMPENSATION: The Contractor shall be compensated a sum of \$7,562.57 annually.
6. PAYMENT TERMS: NET 30
7. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement is to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama.
9. 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 subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. 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.
11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
12. 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.
13. 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.
14. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and

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

15. 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.

16. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

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

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

Blackbaud, Inc.

_____, Authorized Signature

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

Sep-25-2014-823

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 9/2/14 - 9/8/14

1. ENVIRONMENTAL SERVICES FROM TDC GROUP, DAYTON, OH, TO AWARD BID FOR FREEANCE MOBILE FOR CITYWORKS SOFTWARE FOR THE PERIOD OF 9/25/14 – 9/24/15. REFERENCE BID # 157-14
2. ROADS AND TRANSPORTATION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TEMPLE INCORPORATED, DECATUR, AL, CONTRACT RENEWAL FOR TRAFFIC SIGNALS AND RELATED ITEMS ON AS

NEEDED BASIS TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 8/15/14 – 8/14/15. 2ND RENEWAL.
REFERENCE BID # 112-13

3. GENERAL SERVICES: ADMINISTRATION FROM BIRMINGHAM ARMORED INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER REMAINDER OF FY14 FOR ARMORED CAR SERVICES. SAP PURCHASE ORDER # 2000075207 CHANGE ORDER \$ 8,254.52
REFERENCE BID # 111-10 PURCHASE ORDER \$81,254.52 TOTAL

4. ROADS AND TRANSPORTATION (ADMINISTRATION) FROM DUNN CONSTRUCTION ROAD DV, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE ASPHALT, (PLANT MIX-KETONA) FOR THE PERIOD OF 10/01/13 – 9/30/14. SAP PURCHASER ORDER # 2000076075 CHANGE ORDER \$100,000.00
REFERENCE BID # 67-13 PURCHASE ORDER \$850,000.00 TOTAL

5. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT FROM MCCAULEB TIMMONS AGENCY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE FIDELITY BONDS.
SAP PURCHASE ORDER # 2000076465 CHANGE ORDER \$ 1,840.00 PURCHASE ORDER \$14,340.00 TOTAL
For Week of 9/9/14 - 9/15/14

1. ALL JEFFERSON COUNTY DEPARTMENTS FROM DEX IMAGING, BIRMINGHAM, AL, TO AWARD BID FOR PURCHASE, LEASE, RENTAL OR DIGITAL MULTIFUNCTIONAL COPIERS TO BE ORDERED BY USER DEPARTMENT ON AS NEEDED BASIS FOR THE PERIOD 10/01/14 – 9/30/15. REFERENCE BID # 105-14

2. BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CCP INDUSTRIES INCORPORATED, CLEVELAND, OH, CONTRACT RENEWAL FOR WORKER'S RAGS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 9/26/14 – 9/25/15. 3RD YEAR OF CONTRACT REBID IN 2015.
REFERENCE BID # 158-12

3. FAMILY COURT: ADMINISTRATIVE SERVICE FROM ELECTRONIC RISKS CONSULTANTS, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR OUTSTANDING INVOICE FOR OVERAGE.
SAP PURCHASE ORDER # 2000075713 CHANGE ORDER \$1,362.00 REFERENCE BID # 17-13
PURCHASE ORDER \$6,172.00 TOTAL

4. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM ALABAMA MESSENGER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES.
SAP PURCHASER ORDER # 2000076872 CHANGE ORDER \$ 3,000.00
PURCHASE ORDER \$10,500.00 TOTAL

5. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM AQUA-AEROBIC SYSTEMS INCORPORATED, LOVES PARK, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER ADDITIONAL FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000077215 CHANGE ORDER \$ 1,450.00 REFERENCE BID # 157-13
PURCHASE ORDER \$16,137.00 TOTAL

6. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM ALABAMA MEDIA GROUP, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES.
SAP PURCHASE ORDER # 2000077459 CHANGE ORDER \$ 7,000.00
PURCHASE ORDER \$15,000.00 TOTAL

ADDENDUM NO. 1

For Week of 9/9/14 - 9/15/14

1. INFORMATION TECHNOLOGY FROM SHI (SOFTWARE HOUSE INTERNATIONAL) FROM DALLAS, TX, FOR MICROSOFT EA LICENSE RENEWAL. SAP PURCHASE ORDER # 2000081803 \$301,520.52 TOTAL
STATE OF ALABAMA CONTRACT # T497
2. BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AMERICAN OSMENT, LAFAYETTE, LA, TO PURCHASE DISPOSABLE CAN LINERS TO BE ORDERED BY USER DEPARTMENT ON AS NEEDED BASIS FOR THE PERIOD OF 9/11/14 – 9/10/15. SAP PURCHASE ORDER # 7000009018 \$5,329.92 TOTAL
REFERENCE BID # 146-14
3. COOPER GREEN MERCY HEALTH SERVICES FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR HOME OXYGEN SERVICE FOR THE PERIOD THROUGH 9/30/14. SAP PURCHASE ORDER # 2000070895 CHANGE ORDER \$ 32,000.00
REFERENCE BID # 4-13 PURCHASE ORDER \$145,000.00 TOTAL

ADDENDUM NO. 2

For Week of 9/9/14 - 9/15/14

1. TAX COLLECTOR, BIRMINGHAM FROM SHI INTERNATIONAL CORPORATION, PICATAWAY, NJ TO PURCHASE ADOBE LIVECYCLE PDF GENERATOR. SAP PURCHASE ORDER # 2000081859 \$8,240.00 TOTAL

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

Sep-25-2014-824

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/2/14 - 9/8/14 AND 9/9/14 - 9/15/14, BE AND THE SAME HEREBY IS APPROVED.

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

Sep-25-2014-825

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 9/2/14 - 9/8/14 and 9/9/14 - 9/15/14, be and hereby is approved.

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

Sep-25-2014-826

Jefferson County Commission

Fiscal Year 2014-2015 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2014, and ending September 30, 2015 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$640,257,772 for the following funds for the ensuing year.

General Fund	159,674,559
State Funds	11,794,962
Office of Senior Citizen Fund	6,894,594
Cooper Green Fund	52,948,325
School Warrant Fund	98,000,000
Road Fund	20,271,721
Community Development Fund	2,305,376
Workforce Development Fund	2,307,415
Community Development Home Program Fund	734,673
Capital Projects Fund	26,139,105
Capital Road Projects Fund	13,965,475
Landfill Fund	150,000
Sanitary Operations Fund	191,825,930
Emergency Management Agency Fund	1,771,498
Personnel Board Fund	10,245,237
Pension Board Fund	644,033
Debt Service Fund	33,364,221

Fleet Management Fund 7,233,667
TOTAL OPERATING AND CAPITAL BUDGET 640,270,791

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2014-2015 be and the same is hereby adopted.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the Community Development line item in the amount of \$345,000 be omitted from the budget. Voting "Aye" Knight and Bowman. Voting "Nay" Brown, Carrington and Stephens.

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

Sep-25-2014-827

Jefferson County Commission
Salary Adjustment

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the classified employees of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.
2. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the unclassified employees in the Laborer I, Laborer II, and Laborer III jobs of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate of compensation of the respective employees.
3. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the Appointed Administrative Assistants, Appointed Secretaries and other unclassified employees who are appointed by the County Commission and/or County Manager whose salaries are set by the County Commission shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.
4. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the unclassified clerical employees appointed by other elected county officials shall receive a salary adjustment increase in the amount of 2.0% of the present base rate compensation of the respective employees.
5. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the Deputy District Attorneys for the Birmingham District and Deputy District Attorneys for the Bessemer District who receive a portion of their compensation from the Jefferson County Commission as a salary supplement, shall receive a salary adjustment increase in the amount of 2.0% of the present base rate supplant received from the Jefferson County Commission.
6. That classified employee pay rates shall be in accordance with the pay schedules established and maintained by the Personnel Board of Jefferson County, Alabama.
7. That said salary adjustment increase shall be effective through the end of the pay period which includes September 30, 2015 and shall remain in effect unless modified or amended by formal action of the Jefferson County Commission.
8. That effective the beginning of the first full pay period in Fiscal Year 2014-2015, the local officials covered by Chapter 2A, Title 11, Code of Alabama 1975*, shall receive a salary adjustment in the amount of 2.0% of the base rate compensation of the respective local officials.

Adopted: This 25th day of September, 2014.

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

Sep-25-2014-828

Jefferson County Commission
Holiday Schedule

BE IT RESOLVED by the Jefferson County Commission that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2014 - 2015.

November 11, 2014 (Tuesday)	Veterans Day
November 27 & 28, 2014 (Thursday and Friday)	Thanksgiving
December 24 & 25, 2014 (Wednesday and Thursday)	Christmas
January 1, 2015 (Thursday)	New Year's Day
January 19, 2015 (Monday)	Martin Luther King Day
May 25, 2015 (Monday)	Memorial Day
July 3, 2015 (Friday)	Independence Day
September 7, 2015 (Monday)	Labor Day
1 day	Variable Day

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

Sep-25-2014-829

Jefferson County Commission
Fiscal Year 2015 Health Department

WHEREAS, on June 23, 2014, the Jefferson County Board of Health, pursuant to Act No. 231, 1977 Regular Session of the Alabama Legislature (the "Act"), presented its Fiscal Year 2014-2015 operating budget to the County governing body, the County Commission; and

WHEREAS, the Act requires the County Commission to establish, subject to certain limitations, the percentage of ad valorem taxes, collected in Jefferson County (the "County") for both the County and Jefferson County municipalities (the "Municipalities"), excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Education located in the County, to be paid to the Jefferson County Board of Health.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2014-2015 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected \$6,400,000: 2% of all the ad valorem taxes collected in the County for both the County & the Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

BE IT FURTHER RESOLVED that the CFO is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231, 1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this 25th day of September, 2014.

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

Sep-25-2014-830

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to adopt the Commuting Vehicle Usage by Department Authorization Forms Summary for Fiscal Year 2014 - 2015.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services		
Emily Kemp		\$500.00
Tonya Kelley		\$500.00
Professional Development Seminar for Civil Engineers		
Birmingham, AL – October 27-28, 2014		
Family Court		
Larry Hooks and Gwen Reason		\$50.00
11 th Annual Alabama Youth Council		
Montgomery, AL – October 7, 2014		
Tax Assessor Bessemer		
Cheryl Hoskins	(State funds)	\$1,427.35
Cindy Jinks		\$1,427.35
IAAO Assessment of Personal Property		
Auburn, AL – November 2-7, 2014		
Individual Staff Development		
Cooper Green Mercy Health Services		
Enos Ngetich		\$918.88
Review of Healthcare Reform Law		
Destin, FL – August 8-10, 2014		
Jackie Duke		\$350.00
NPAA Continuing Education Conference		
Panama City, FL – August 13-17, 2014		
County Attorney		
Shawna Smith		\$327.00
CLE Seminar		
Birmingham, AL – September 12, 2014		
General Services		
Greg Hollis		\$1,606.44
Level 1 Infrared Thermographic Public Training Course		
Charlotte, NC – September 28 – October 1, 2014		
Revenue		
Charles Bell		\$3,935.40
Tax Audit		
Philadelphia, Bristol and Pittsburgh, PA and Columbus, OH – November 1-14, 2014		
Roads and Transportation		
Alan Dodd		\$939.59
48 th Surveying and Mapping Conference		
Montgomery, AL – October 21-24, 2014		
Natalie Kornegay		\$150.00
Designing Pedestrian Facilities for Accessibility		
Pelham, AL – May 8, 2014		
Tax Assessor - Bessemer		
Quin Hameen	(State funds)	\$617.02
Introduction to the Licensing Process		
Madison, AL - December 9-12, 2014		
Rickey Davis		\$1,242.85
IAAO 600 Cadastral Mapping		
Montgomery, AL – November 30 – December 5, 2014		
For Information Only		
Personnel Board		
Terria McDonald		\$25.00
Connect Careers Job and Resource Fair		
Birmingham, AL – September 27, 2014		
Terria McDonald		\$200.00
Fall Career Fair Jacksonville State University		
Jacksonville, AL – October 1, 2014		
Michael Glaze		\$119.00
ATD Employee Engagement		
Birmingham, AL – September 22, 2014		

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Staff Development be approved. Voting “Aye”

Stephens, Brown, Bowman, Carrington and Knight.

BUDGET TRANSACTIONS

Position Changes and / or Revenue Changes

- (1) Environmental Services-Sewer Billing \$150,000
Increase revenue and expenditures to pay Bessemer utilities for their collection services.
- (2) Environmental Services-Sewer Billing \$500,000
Increase revenue and expenditures to pay Birmingham Water Works Board utilities for their collection services.

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

Sep-25-2014-831

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and SHI International Corporation to provide license renewal for Microsoft 365 Email/Office for the period October 24, 2014 - October 23, 2015 in the amount of \$129,162.55.

CONTRACT NO.: 00004221

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of September, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and SHI International Corporation, hereinafter referred to as the "Contractor" to provide Enterprise Agreement License Renewal for Microsoft Office 365.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract amendment results from Jefferson County's Contract No. 00004221. The original contract between the parties referenced above, was approved by the Commission on August 28, 2012, MB 163, Pages 469 - 471.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 10/24/2014 to 10/23/2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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

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

JEFFERSON COUNTY COMMISSION

SHI INTERNATIONAL CORPORATION

W. D. Carrington, President

_____, Authorized Representative

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Professional Services Addendum to the Agreement between Jefferson County, Alabama and E-Ring, Inc. to provide software changes to automate breaking out remittances for the Midfield and Fairfield Boards of Education as requested by the State Department of Revenue in the amount of \$15,000 - to be reimbursed by the Midfield and Fairfield.

CONTRACT NO. 00001555

RFP # 145-09

INTEGRATED TAX SYSTEM SERVICES CONTRACT
PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM (this "Addendum") is entered into this 18th day of August, 2014 by and between E-RING.COM, INC. (d/b/a E-Ring, Inc.) ("E-Ring"), whose registered office is at 4910 Corporate Dr., Suite B, Huntsville, AL 35805, and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

WHEREAS, E-Ring and the County are parties to that certain Integrated Tax System Service Contract dated as of October 1, 2010 (the "Agreement"), which was approved by the County on September 28, 2010, at M.B. 160, Pg. 487;

WHEREAS, the Agreement was amended pursuant to Amendment to Contract dated as of January 28, 2011, and approved by the County on February 8, 2011, at M.B. 161, Pg. 260; Addendum dated as of January 24, 2012, and approved by the County on January 24, 2012, at M.B. 162, Pgs. 536-537; Amendment to Contract dated as of February 3, 2012, and approved by the County on February 14, 2012, at M.B. 162, Pg. 599; and Amendment to Contract dated and approved by the County on May 16, 2013, at M.B. 165, Pg. 25-26; and Amendment to Contract dated as of July 15, 2013, and approved by the County on August 15, 2013, at M.B. 165, Pg. 254 ; and Amendment to Contract dated as of July 25, 2013, and approved by the County on August 25, 2013, at M.B. 165, Pg. 253-254; and Amendment to Contract dated as of December 16 2013, and approved by the County on January 31, 2014, at M.B. 166, Pg.44

WHEREAS, the County desires E-Ring to provide certain professional services as specified herein according to the terms hereof and the terms specified in the Agreement and E-Ring is willing to perform such services according to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E-Ring and the County hereby agree as follows:

1. Statement of Work.
 - 1.1 Work to be performed. E-Ring, with assistance and support of the County as described below, agrees to diligently undertake, perform and complete the following project (the "Project") for the County: See Attachment listed as Fairfield/Midfield Collection changes
 - 1.2 Project Milestones and/or Completion Date. E-Ring and the County expect that the Project will be completed according to the following schedule:
 - (a) All items will be completed and loaded to the test machine for acceptance based on a mutually agreed date.
 - 1.3 Deliverables and/or Results. All items will be delivered based as custom enhancements to the current software.
 - 1.4 Acceptance Criteria. The County will be deemed to have accepted the above-specified deliverables and/or final results of the Project and the Project will therefore be deemed completed, when the county tests the enhancements and approves to be load to production system. The county will have 10 working days to complete this activity from the date of delivery.
 - 1.5 Project Fees. The fees payable to E-Ring in connection with the Project are: lump sum of Fifteen Thousand Dollars (\$15,000) payable upon acceptance. Once paid the deliverables will be loaded to production machine.
 - 1.6 Reimbursable Costs and Expenses. The County shall reimburse E-Ring for all reasonable and necessary out-of-pocket costs and expenses incurred by E-Ring during the performance and in furtherance of the Project.
Any such costs in excess of \$15,000 shall be pre-approved by the County.
2. Payment Terms. In exchange for E-Ring's completion of the Project, or each phase of the Project (if and as applicable), the County shall pay to E-Ring the applicable fees and reimbursable costs indicated above, with each said amount being due in full within thirty (30) days the date of invoice. If the County shall dispute any amount invoiced by E-Ring, it shall notify E-Ring in writing within fourteen (14) days after receipt of the relevant invoice and shall make payment of any amounts not in dispute as shown above. The County shall, upon resolution of any disputed amount invoiced by E-Ring, promptly make payment to E-Ring for the agreed amount.
3. Maintenance and Support. In consideration for the County's payment to E-Ring of the following maintenance and support fees, E-Ring shall provide Maintenance and Support Services for such deliverables according to the terms and conditions of the "Maintenance and Support Services Agreement," as amended, that is attached to and incorporated in the Agreement.
4. County Assistance. For the sole purpose of facilitating E-Ring's completion of the Project, the County shall provide E-Ring with access to any software, data, systems, facilities and personnel as reasonable requested and required by E-Ring. The County understands and acknowledges that its delay in providing access to such resources will impact E-Ring's ability to complete the Project according to the schedule

specified herein.

5. Licensed Software and Documentation. Any software and documentation included in the deliverables provided by E-Ring hereunder shall be included in the definitions of "Software" and "Documentation," as applicable, as stated in the Agreement and shall thus be owned by E-Ring and licensed to the County according to the terms and conditions of the Agreement.

6. Payments. In exchange for E-Ring's completion of the Project, or each phase or milestone of the Project (if and as applicable), the County shall pay to E-Ring the applicable amount indicated in Section 1 hereinabove, with each said amount being due in full within thirty (30) days the date of invoice. If the County shall dispute any amount invoiced by E-Ring, it shall notify E-Ring in writing within fourteen (14) days after receipt of the relevant invoice and shall make payment of any amounts not in dispute as shown above. The County shall, upon resolution of any disputed amount invoiced by E-Ring, promptly make payment to E-Ring for the agreed amount.

7. Non-Restrictive Relationship. Nothing in this Addendum or the Agreement will be construed to preclude E-Ring from independently developing, acquiring or obtaining technology or performing technology development services or other services to or for any third party, whether or not such technology and/or services may be the same as or similar to the technology and/or services to be provided by E-Ring hereunder.

8. Termination. The County may at any time, with or without cause and at its convenience, terminate this Addendum by providing E-Ring with thirty (30) days advance written notice of termination. In the event of a termination under this Section 8, the County shall pay to E-Ring a portion of the project fees which bears the same ratio to the total project fees that the approved work at the time of termination bears to the completed Project, less any amounts already paid to E-Ring, and shall reimburse E-Ring for all approved costs and expenses incurred by E-Ring prior to the termination date.

9. Effect of This Addendum. This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by E-Ring under this Addendum, to the extent applicable. In the event of a conflict between any terms and conditions of this Addendum and any terms and conditions of the Agreement, the terms and conditions of this Addendum will control, but only with respect to the subject matter hereof. Execution of the Addendum satisfies the Parties obligations pursuant to Sections 13.1 (Service Requests), 13.2 (Price Quotes) and 13.3 (Acceptance of Price Quotes) of the Maintenance and Support Services Agreement for purposes of the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Addendum may be modified only in a writing which expressly references this Addendum and is executed by both of the Parties. This Addendum may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties. All other terms and conditions of the original and amended contracts remain the same.

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

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

E-RING COM, INC .
Raj Radhakrishnan, CEO

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

Sep-25-2014-833

BE IT RESOLVED BY the Jefferson County Commission that Ms. Beatrice Jones of 315 Greenleaf Drive East, Birmingham, is hereby reappointed to the position of Trustee, on the Forestdale Fire District Board of Trustees. Ms. Jones reappointment will begin on October 1, 2014 and expire on October 1, 2018.

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

Sep-25-2014-834

BE IT RESOLVED BY the Jefferson County Commission, that the following listed individuals are hereby appointed to the Parkwest Athletic Association Board of Trustees.

Armand Richardson	October 1, 2014	Expires October 1, 2018
Kim Glass	October 1, 2014	Expires October 1, 2018

Linda Coleman	October 1, 2014	Expires October 1, 2018
Morley Taylor	October 1, 2014	Expires October 1, 2018
Harvester Coleman	October 1, 2014	Expires October 1, 2018
Carlos Moore	October 1, 2014	Expires October 1, 2018
Brandon Garrett	October 1, 2014	Expires October 1, 2018
Marbry Coleman	October 1, 2014	Expires October 1, 2018
Jaundalyn Givan	October 1, 2014	Expires October 1, 2018
Cedric Sparks	October 1, 2014	Expires October 1, 2018
Aurbrey Weldon	October 1, 2014	Expires October 1, 2018
Jackie Gaddis	October 1, 2014	Expires October 1, 2018

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

Sep-25-2014-835

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment No. II to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Mercy Emergency Physicians, LLP to provide urgent care physician services for the period November 1, 2014 - October 31, 2015 in the amount of \$809,060.04.
Contract ID: CON-00004928

AMENDMENT TO CONTRACT

This is Amendment II to the Contract by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (hereinafter called "the County") and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in the State of Alabama, of Traverse City, Michigan (herein called "Contractor").

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013 at M.B. 164, Pg. 465 - 470.

The Amendment between the parties which was approved by the Jefferson County Commission on November 6, 2013 at M. B. 165, Pg. 475.

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:

- Extend the Agreement through October 31, 2015
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

MERCY EMERGENCY PHYSICIANS, LLP

Derik King, FACEP

Managing Partner

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

Sep-25-2014-836

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Mercy Emergency Physicians, LLP to provide primary care services for the period November 6, 2014 - November 7, 2015 in the amount of \$352,742.
Contract ID: CON-00005769

AMENDMENT TO CONTRACT

This is Amendment I to the Contract by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (hereinafter called "the County") and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional Primary Care medical services in the State of Alabama, of Traverse City, Michigan (herein called "Contractor").

The contract between the parties which was approved by the Jefferson County Commission on November 6, 2013 at M.B. 165, Pg. 476-480.

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:

- Extend the Agreement through 11/7/15.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

MERCY EMERGENCY PHYSICIANS, LLP

Derik King, FACEP

Managing Partner

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

Sep-25-2014-837

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 Alere Informatics to provide HL& interface for 8 point-of-care glucose meters to RALS servers for the period September 16, 2014 - September 15, 2015 in the amount of \$9,138. CONTRACT NO.: 00006069

Contract Amendment No. I

This Amendment to Contract entered into the 18th day of August, 2014, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, and Alere Informatics, hereinafter referred to as the "Contractor" for HL7 interface for 8 point of care glucose meters to RALS server.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006069. The original contract between the parties referenced above, was approved by the Commission on July 24, 2014 recorded in MB 166, Page (s) 499.

Amend Term of Contract Amend the term of the contract to September 16, 2014 through September 15, 2015. Quote number, ROCHE 540-072908 B. Contract total, \$ 9,138.00.

Item 10. Non-Discrimination Policy The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

ALERE INFORMATICS

_____, Authorized Representative

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

Sep-25-2014-838

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and The Board of Trustees of the University of Alabama by and on behalf of its member institution, The University of Alabama/Capstone College of Nursing to establish an affiliation to provide clinical education for graduate and undergraduate nursing students.

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

Sep-25-2014-839

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (CGMHS) and the University of Alabama at Birmingham (UAB) on behalf of its School of Nursing to employ certain nurse practitioners needed to perform clinical services for CGMHS for the period August 1, 2014 - July 31, 2015 in the amount of \$32,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into effective August 1, 2014 by and between Jefferson County, Alabama, a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services, (hereinafter CGMHS and the University of Alabama at Birmingham on behalf of its School of Nursing, (hereinafter "UAB"), as follows:

WITNESSETH:

WHEREAS, CGMHS desires to coordinate and develop superior patient care in its primary care clinics, as well as, conduct support, aid, and advance the study and investigation of human illness and injuries; to encourage and promote medical, surgical and scientific learning, skill, education, and investigations; and to conduct the practice of medicine, surgery, and allied services, and to carry on programs of public charities; and

WHEREAS, UAB provides health services to the State of Alabama, United States, and other nations, and performs research in the causes and cures of human sickness and disease and in methods of health delivery, and provides educational opportunities for students at the Medical Center of UAB and from other areas; and

WHEREAS, the parties hereto work closely together in accomplishing their various missions; and

WHEREAS, UAB employs certain nurse practitioners who are needed to perform clinical services for CGMHS (hereinafter the 'Professional Staff').

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, it is agreed as follows:

1. Services. UAB agrees to provide to CGMHS the Professional Staff to work in the Primary Care Clinic whose name, title and department and the percentage of activity, including the approximate number of hours devoted by such Professional Staff appear on Exhibit A attached hereto which Exhibit may be amended from time to time in writing by the parties to this Agreement. All such professional staff must have a collaborating physician registered with the Alabama Board of Nursing and the Alabama Board of Medical Examiners.
2. Term. The initial term of this Agreement shall be from August 1, 2014 through July 31, 2015. Allowing for adjustments in salary and fringe benefits, the Agreement shall thereafter be renewed for additional terms of twelve (12) months each. This Agreement may be terminated by either CGMS or UAB (a) upon at least thirty (30) days written notice to the other of such termination.
3. Compensation and Related Expenses.
 - (a) As compensation for the services performed by the Professional Staff for CGMHS, CGMHS agrees to pay UAB in accordance with the terms outlined on Exhibit "A." Said payments shall be made no later than the twenty-fifth (25th) day of the following month in which services are performed by the Professional Staff under this Agreement.
 - (b) While this Agreement is in effect, and to the extent applicable to the Professional Staff, UAB shall maintain professional liability insurance coverage of the Professional Staff under the terms of its self-administered trust fund.
 - (c) UAB and Professional Staff hereby assign any and all billing rights for third party payors, including but not limited to Medicare, Medicaid, and Blue Cross Blue Shield of Alabama for services provided by Professional Staff to CGMHS. Any funds so collected from third-party payors shall remain the property of CGMHS.
4. Employee Relationship. UAB shall be responsible for all federal, state and local taxes, including estimated taxes and employment reporting for the Professional Staff.

5. Other Expectations.

(a) The Professional Staff shall be engaged in clinical practice activities of a scholarly nature in collaboration with other clinicians and such scholarly activities should result in peer reviewed publications and presentations, as appropriate.

(b) The Professional Staff shall provide supervision of School of Nursing students, and will always have at least one student present at all times for each faculty member and perhaps more as appropriate. This precepting arrangement will allow UABSON students to gain valuable clinical experience under the direction of the faculty member who is a Professional Staff. All School of Nursing students will be required to comply with the rules and restrictions of the Educational Affiliation Agreement entered into between UAB and CGMHS.

(c) CGMHS agrees to provide to UAB an annual evaluation of the Professional Staff's clinical performance for consideration in his/her annual UAB faculty performance evaluation.

6. Special Billing and Accreditation Requirements. It is understood and agreed that UAB shall maintain the competency files as required by any accreditation or regulatory body.

7. Independent Contractor Relationship. This Agreement represents an independent contractor relationship, and not that of an agent or employee between UAB and CGMHS. Amounts paid to UAB by CGMS as compensation for services provided by the Professional Staff is for services purchased, and amounts paid to UAB shall be deemed to be fees for services to an independent contractor. CGMHS shall not carry worker's compensation insurance, health insurance, pay social security, unemployment insurance, retirement benefits, or withhold federal or state taxes for the Professional Staff. As an independent contractor, UAB is responsible for and agrees to report and pay all taxes, social security, unemployment insurance, and workman's compensation on any income received under this Agreement for the Professional Staff, and UAB is responsible for any and all insurance covering the Professional Staff. UAB certifies and represents that it has complied with all federal state and local laws regarding business permits and/or licenses that may be required for performance of the services.

8. Entire Agreement. This Agreement, including the documents referred to herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

9. Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of his or its rights, interests or obligations hereunder without the prior written approval of each other party.

10. Invalidity. If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent and the broadest application permitted by law.

11. Headings. The section headings and captions contained in this Agreement are inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

12. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed duly given if it is sent registered mail and addressed to the intended recipient as set forth below:

If to CGMS: Walter Jackson, Deputy County Manager
Jefferson County Commission
716 Richard Arrington, Jr. Blvd N
Room 251
Birmingham, Alabama 35203

Copy to: Roger McCullough, Interim Director
Cooper Green Mercy Health Services
1516 6th Avenue South
Birmingham, Alabama 35233

if to UAB: Doreen C. Harper, PhD, RN, FAAN, Dean UAB School of Nursing
Cynthia S. Selleck, PhD, RN, Associate Dean, UAB School of Nursing

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Alabama.

14. Liability: CGMHS and UAB shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

15. Amendments and Waivers. No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior subsequent default, misrepresentation or breach of warranty or covenant hereunder or effect in any way any rights arising by virtue of any prior or subsequent such occurrence.

IN WITNESS WHEREOF, CGMHS and UAB, by and through its respective duly authorized agent, have caused this Professional Staff Agreement to be effective on the date first written above.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Patricia Raczynski, UAB Chief Financial Officer

JEFFERSON COUNTY, ALABAMA

W.D. CARRINGTON, PRESIDENT - Jefferson County Commission

ACCEPTED ON BEHALF OF SCHOOL OF NURSING

Doreen C. Harper, PhD, , FAAN - Dean and Professor

UAB School of Nursing

Cynihia S. Selleck, PhD, RN - Associate Dean

UAB School of Nursing

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

Sep-25-2014-840

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Business Associate Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (CGMHS) and Milliman, Inc. for compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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

Sep-25-2014-841

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (CGMHS) and Intersystems Corporation to provide maintenance and support for Cache Elite with Shadow Server Subscription software for the FY2014-2015 in the amount of \$56,520, \$58,781 for the first renewal term if the parties elect to renew for an additional term and \$61,132 for the second renewal term, if the parties elect to renew for a second renewal term.

CONTRACT NO: CON00006082

SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 1st day of October 2014, by and between Jefferson County Alabama d/b/a Cooper Green Mercy Health Services, hereinafter called "the County", and InterSystems Corporation located at One Memorial Drive, Cambridge, MA 02142 called "the Contractor". The effective date of this agreement shall be October 1, 2014.

WHEREAS, the County desires to contract for maintenance and support subscription for Cache Elite w/Shadow Server for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said maintenance and support subscription 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 provide the software support hereinafter set forth, subject to the terms herein and InterSystems Subscription Agreement, which is attached hereto as Exhibit A. However, to the extent there is a conflict between the terms of this document and any exhibits, the terms of this document shall prevail.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to Bid No. 113-14, dated May 27, 2014, the terms of which are included herein by reference. ITB 113-14 and contractor's response to ITB 113-14 describes the scope of services called for and is adopted herein by reference. Those two components and InterSystems Subscription Agreement, which is attached hereto as Exhibit A, constitute the entire agreement between the parties. The Contractor shall provide services to the County as outlined in their Bid dated June 18, 2014.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contract term expires on September 30, 2015, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **COMPENSATION:** The Contractor shall be compensated as follows:

\$56,520.00 for the initial one year period. \$58,781 for the first renewal term if the parties elect to renew for an additional term. \$61,132 for the second renewal term, if the parties elect to renew for a second renewal term.

5. PAYMENT TERMS: Net 30.

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

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

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. 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 subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

10. STATEMENT OF CONFIDENTIALITY: The parties agree that any information accessed or gained in performance of Contractor's 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.

11. HOLD HARMLESS AND INDEMNIFICATION: Contractor agrees to indemnify Jefferson County against any third party claims that the Licensed Software (as defined in the attached Subscription Agreement) constitutes an infringement of a third party's patent, trademark, copyright or other intellectual property right, provided that Jefferson County (a) gives Contractor prompt written notice of such claim (b) gives Contractor in writing the sole control of the defense (c) and cooperates with Contractor in its defense of the action and all negotiations for its settlement or compromise. Notwithstanding the foregoing, Contractor shall have no responsibility for claims arising from (i) modifications of the Licensed Software not made or authorized by Contractor or (ii) combination or use of the Licensed Software with software, equipment, or devices not supplied or approved by Contractor.

12. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

16. 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.

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

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM. The limitations above shall not apply to claims arising from a breach of the confidentiality obligations and violations or misappropriation of Contractor's intellectual property rights.

19. 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.

20. VIOLATION: 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 these presents to be executed by their duly authorized representative

JEFFERSON COUNTY COMMISSION

David Carrington, President

INTERSYSTEMS CORPORATION

_____, Authorized Signature

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

Sep-25-2014-842

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Changing Spaces Moving, Inc. to deliver, assemble and pick up election equipment at polling locations within Jefferson County for a three year period in the amount of \$640,000.

ITB 119-14

PROFESSIONAL SERVICES CONTRACT

Election System Delivery/Assembly/Pickup

Voting and Election System Delivery, Equipment Assembly and Return Agreement

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and Changing Spaces Moving, Inc, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission Approval.

WHEREAS, the Voting and Elections System consists of sensitive computerized tabulation and ballot marking equipment, requiring a high degree of professional skill, care and maintenance in the delivery, placement, precinct assembly and return of said equipment.

WHEREAS, performance of this agreement requires a professional organization with both expertise and experience in the delivery, placement, precinct assembly and return of sensitive computerized voting and election systems.

NOW THEREFORE, in consideration of the above, the County enters into this Agreement with the "Contractor" for the purposes of delivery, placement, precinct assembly and return of said Voting and Election System and tables, chairs and other related equipment at the agreed upon times and dates.

1. SCOPE OF SERVICE

This Contract results from Jefferson County's Invitation To Bid (ITB) No. 119-14 dated June 20, 2014, the amendments, and terms of which are included herein by reference. The "Contractor" agrees to perform the following services:

A. Professional employees of Changing Spaces Moving, Inc. shall arrive at the Jefferson County Election Center, located at 520 Medco Road, Tarrant, Alabama at the dates and times so designated by General Services. Any changes made to said dates and times for performances shall be agreed to by the Jefferson County Election Chief of Elections or his/her designee.

B. Professional employees of Changing Spaces Moving, Inc. shall, at the designated date and time, perform the delivery, placement and precinct assembly of the Voting and Election System at no more than 200 designated precincts/locations.

C. Professional employees of Changing Spaces Moving, Inc. shall deliver equipment to the designated precinct, efficiently and completely

assemble each piece of equipment according to instructions provided by the Jefferson County General Services Election Division.

D. Upon inspection and approval by the Jefferson County General Services Election Division, professional employees of Changing Spaces

Moving, Inc. shall sign and date the designated Delivery and Assembly Form, provided by the Jefferson County General Services Election Division at each of the precincts. This Delivery and Assembly Form shall be for the purposes of invoicing and assuring that each required piece of equipment is accurately delivered, placed, assembled and returned.

E. Professional employees of Changing Spaces Moving, Inc. shall strictly adhere to the Performance and Implementation Schedule provided by the Jefferson County Election Division.

F. At the designated dates and times according to the schedule, professional employees of Changing Spaces Moving, Inc. shall return the Voting and Election System and related tables, chairs and equipment to the Jefferson County Election Center location.

G. Delivery trucks must be of the enclosed/cab over design between 16 to 28 feet in length, have tie down rails/tie slats and have equipment to move the large Automark Size 32x30 Equipment. No Stake bed (open Bed) trucks may be used. Each delivery truck must be operated by one driver and at least one spotter.

H. Election Schedule

1. Election Schedule is unofficial

2014	General Election
2015	Municipal Election /Birmingham (County Election)
2016	Presidential Preference Primary Primary Runoff General Election
2017	
2018	Primary Primary Runoff General Election

2. LIABILITY

A. The Contractor, shall be fully liable for any loss of or damage to the Voting and Election System occurring during the performance of this Agreement. The Contractor, shall be liable for delivery and pick-up of tables, chairs, and other items but shall not be liable for these items while left at the voting precincts. Election Center shall be notified immediately when picking up these items from the precincts of any missing or damaged items. The Contractor, shall be fully liable for any injury or death resulting from their performance of this Agreement and within the scope of services performed pursuant to this Agreements in no event shall the County or Jefferson County General Services Election Division be liable for any direct or indirect damages, loss, injury or death resulting from the performance of the Contractor pursuant to this Agreement.

B. That Changing Spaces Moving, Inc. shall keep in force the \$1,000,000.00 liability insurance and \$1,000,000.00 auto liability for the full term of the contract.

3. TERMINATION

Due to the time-sensitive nature of elections this contract may be terminated with a thirty (30) day written notice from the County and fifty (50) day written notice from the Contractor 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.

4. 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.

5. FEES AND CHARGES

The Contractor shall receive payment per precinct upon performance of this Agreement in accordance with "Price Schedule". A complete "performance" shall consist of the successful delivery, placement, precinct assembly and return of the Voting and Election System to the County at the designated dates and times set forth by Jefferson County General Services Election Division. The County may withhold payment of any charge or fee pending the resolution of any determination by the County that any aspect of the services of the Contractor pursuant to this Agreement has not been fully and completely performed. For cancellation fees see section entitled "Cancellation (Elections)".

INVOICING/PAYMENT TERMS All purchase orders issued will be configured to "pay immediately" to facilitate prompt payment on the next available check run. The vendor agrees to make sure that the Jefferson County Commission purchase order number is referenced on every invoice submitted for each election.

All invoices must agree with the Contract and/or Purchase order in description and price and include the following information: 1) Purchase Order Number and Contract Number; 2) Ship-to Department name and address. In order to ensure prompt payment,

ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
GENERAL SERVICES DEPARTMENT
Room 1, Courthouse
716 Richard Arrington Jr. Blvd, North
Birmingham, AL 35203

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. INVOICES THAT DO NOT REFERENCE AN AUTHORIZED CONTRACT NUMBER AND PURCHASE ORDER WILL BE RETURNED TO THE VENDOR.

If payment from previous election has not been paid and all payments due are uncontested the vendor can withhold services at no penalty until payment has been resolved.

6. CANCELLATION (ELECTIONS)

The County agrees to notify contractor at least 30 calendar days or more in advance of any cancellations. Should the County request cancellation of services within 30 calendar days of any election, a 20% fee may be applied toward original delivery amount expected.

7. TERM OF AGREEMENT

This Agreement shall for a period of three (3) years from Commission Approval Date and shall apply to and include any elections/run-offs during this contract period.

8. 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.

9. 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.

10. WARRANTIES The Contractor warrants and expressly agrees that it shall perform the services under this Agreement to the full and complete satisfaction of the Jefferson County.

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

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. NOTICE All notices from Contractor hereunder shall be in writing and personally served upon the County at the address indicated in this Agreement. The County shall be entitled to written and verbal assurance of performances by the Contractor at anytime deemed necessary by the County.

13. COUNTY FUNDS PAID:

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

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

14. LIQUIDATED DAMAGES This shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms of this Invitation To Bid or any resulting contract. Liquidated damages shall consist of the difference between the price of the awardee and the second lowest bidder in accordance with ALA Code 41-16-57(a) per delivery line item (poll location) for failure to deliver according to the County's specified schedule. Liquidated damages will be deducted from payments on the invoice if the invoice is of sufficient amount to cover the liquidated damages. If the invoice is not of a sufficient amount to cover the liquidated damages on any particular delivery, the County will request cancellation of the invoice and a credit to cover the balance. Should there be no invoice/balance due, the Bid Security shall be forfeited to the Jefferson County Commission as liquidated damages and additional payment requested until such damages have been settled.

15. FORCE MAJEURE Contractor shall not be responsible for delay caused by conditions beyond Contractor's control and without the intentional misconduct or negligence of Contractor. Such conditions include but are not limited to (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes (c) fire; (f) explosions or other casualties (g) terrorism, riots or war.

16. 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.

17. 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.

18. INCLUDED DOCUMENTS: PRIORITY OF DOCUMENTS This Agreement includes the general terms and conditions contained herein, all Schedules and Exhibits hereto, and all Orders or Change Orders entered into by the County and the Contractor's response to the Jefferson County Commission's Invitation To Bid 119-14 dated June 20, 2014, as those responses may be amended or supplemented prior to the Effective Date (the "ITB Responses"). In the event of a conflict among those documents, the documents will have the following order of precedence: (i) Change Orders/Amendments, (ii) Orders; (iii) Schedules and Exhibits; (iv) the general terms and conditions of this Agreement; and (v) Invitation To Bid and Response provided.

19. 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.

IN WITNESS WHEREOF, this Agreement has been read, understood and signed by duly authorized officials of CHANGING SPACES MOVING, INC. and County.

Accepted By:

Jefferson County Commission

W. D. Carrington - Commission President

Changing Spaces Moving, Inc.

Joe Planson, Chairman

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

Sep-25-2014-843

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by SLRL, LLC; Rita Fay Anderson, Member/Store Manager; d/b/a Massey Grocery located at 6969 Pocahontas Road, Bessemer, AL 35022, for an (050) Retail Beer and (070) Retail Wine off-premise license, be and hereby is approved.

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

Sep-25-2014-844

CASE NO. 20140023

Community Development No. DMO 23-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by the Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person or persons, firm, or corporation last assessing the property for state taxes, and all mortgagees of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer such structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, properly addressed and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailing; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter, file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

The structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated structure located at 2126 Allen Circle, Jefferson County, Alabama, 35207, and which is located upon the following premises: P.I.D. 22-00-11-2-008-001.005

Said property was last assessed in the name of Suzette D. Williams.

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

CASE NO. 20140022

Community Development No. DMO 22-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2129 Allen Circle Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-008-001/009

Said property was last assessed in the name of Barbara S. Nixon.

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

CASE NO. 20140009

Community Development No. DMO 9-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of

the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 11547 Arcade Terrace, Jefferson County, Alabama, 35023, and which is located upon the following premises: P.I.D. 31-00-23-1-000-041.000

Said property was last assessed in the name of Walter W. Greer.

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

Sep-25-2014-847

CASE NO. 20140038

Community Development No. DMO 38-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2308 Belmore Lane, Jefferson County, Alabama, 35207 and which

is located upon the following premises: P.I.D. 22-00-11-2-006-019.000

Said property was last assessed in the name of Charles A. Rice and Jacqueline W. Rice.

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

Sep-25-2014-848

CASE NO. 20140012

Community Development No. DMO 12-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 4316 Blanche Street, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-10-4-016-009.000

Said property was last assessed in the name of MTAG.

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

Sep-23-2014-849

CASE NO. 20140004

Community Development No. DMO 4-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 111 Concord Highland Drive, Jefferson County, Alabama, 35023 and which is located upon the following premises: P.I.D. 31-00-23-1-002.000

Said property was last assessed in the name of Michael Thomas Dabbs.

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

Sep-25-2014-850

CASE NO. 21040007

Community Development No. DMO 7-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter

file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 149 Concord Highland Drive, Jefferson County, Alabama, 35023 and which is located upon the following premises: P.I.D. 31-00-14-4-005-039.000

Said property was last assessed in the name of Michael Hyché c/o David G. Anderson.

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

Sep-25-2014-851

CASE NO. 201440029

Community Development No. DMO 29-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

(1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.

(2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2125 Leola Avenue, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-008-006.000

Said property was last assessed in the name of Bernice Thornton.

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

CASE NO. 20140028

Community Development No. DMO 28-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2133 Leola Avenue, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-008-005.000

Said property was last assessed in the name of Edward Johnson.

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

CASE NO. 20140027

Community Development No. DMO 27-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of

the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2141 Leola Avenue, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-008-003.000

Said property was last assessed in the name of Kennedy Dev Properties, Inc.

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

Sep-25-2014-854

CASE NO. 20140025

Community Development No. DMO 25-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2142 Leola Avenue, Jefferson County, Alabama, 35207 and which

is located upon the following premises: P.I.D. 22-00-11-2-002-017.000

Said property was last assessed in the name of Charlene E. Hill, Agent to Heir of Jerrell Hill.

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

Sep-25-2014-855

CASE NO. 20140026

Community Development No. DMO 26-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2145 Leola Avenue, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-008-002.000

Said property was last assessed in the name of Eugene and Linda B. Baldwin.

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

Sep-25-2014-856

CASE NO. 20140024

Community Development No. DMO 24-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2146 Leola Avenue, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-002-018.000

Said property was last assessed in the name of Beadie A. Bell.

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

Sep-25-2014-857

CASE NO. 20140021

Community Development No. DMO 21-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter

file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 4805 Mariana Street North, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-10-003-032.005

Said property was last assessed in the name of Marvin J. Allen.

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

Sep-25-2014-858

CASE NO. 21040030

Community Development No. DMO 30-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2163 North Smithfield Lane, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-002-044.000

Said property was last assessed in the name of Claudia Marks.

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

CASE NO. 20140031

Community Development No. DMO 31-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2186 North Smithfield Lane, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-001-007.000

Said property was last assessed in the name of Larry A. Graves, Jr.

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

CASE NO. 20140032

Community Development No. DMO 32-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of

the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2209 North Smithfield Lane, Jefferson County, Alabama, 35207 and which is located upon the following premises: P.I.D. 22-00-11-2-004-098.000

Said property was last assessed in the name of Nims E. Gay and Beulah S. Gay.

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

Sep-25-2014-861

CASE NO. 20140033

Community Development No. DMO 33-14-1

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 2229 North Smithfield Lane, Jefferson County, Alabama, 35207 and

which is located upon the following premises: P.I.D. 22-00-11-2-004-093.000

Said property was last assessed in the name of Nationstar Mortgage.

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

Sep-25-2014-862

CASE NO. 20140059

Community Development No. DMO 59-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 20 Sherrod Drive, Jefferson County, Alabama, 35023 and which is located upon the following premises: P.I.D. 31-00-23-1-000-057.007

Said property was last assessed in the name of Donald R. Bradley.

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

Sep-25-2014-863

CASE NO. 20140060

Community Development No. DMO 60-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person

to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 24 Sherrod Drive, Jefferson County, Alabama, 35023 and which is located upon the following premises: P.I.D. 31-00-23-1-000-0057.006

Said property was last assessed in the name of James B. and Jennifer J. Howton.

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

Sep-25-2014-864

CASE NO. 20140002

Community Development No. DMO 2-14-3

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 3520 Warrior River Road, Jefferson County, Alabama, 35023 and which is located upon the following premises: P.I.D. 31-00-23-1-000-006.000

Said property was last assessed in the name of Bambi S. Nix c/o Concord Highland Baptist Church.

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

Sep-25-2014-865

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Administrative Assistant - County Commission (classification #094628) be decrease from \$72,000 to \$27,500.00 effective October 1, 2014.

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

Sep-25-2014-866

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Agreement No. 4-1/6-30-30-26 with Joiner Fire Sprinkler Co., Inc in the amount of \$40,000.00. Joiner Fire Sprinkler will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on September 1, 2015.

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

Sep-25-2014-867

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign the Jefferson County, Alabama HOME Investment Partnership Agreement with The Flats at Colebridge, Ltd. and any related loan documents required for the 56 units of Special Needs Rental Housing for the Elderly known as The Flats at Colebridge and located in the City of Tarrant. The Agreement is in the amount of \$990,000.00 and will be paid for with Federal HOME funds.

BE IT FURTHER RESOLVED that the Finance Department is hereby authorized to issue a check in the amount of \$990,000.00 made payable to the closing attorney.

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

Sep-25-2014-868

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Tax Abatement Agreement between Jefferson County, Alabama and POSCO AAPC LLC.

TAX ABATEMENT AGREEMENT

This TAX ABATEMENT AGREEMENT (herein referred to as the "Agreement") is made and entered into effective September -, 2014, between the JEFFERSON COUNTY COMMISSION (herein called the "Commission"), and POSCO AAPC LLC, a Delaware limited liability company (herein called the "Company").

RECITALS:.

WHEREAS, in order to promote local industrial and commercial development, the Company proposes to expand its existing steel slitting services center located at 6500 Jefferson Metropolitan Parkway (the "Facility"); and

WHEREAS, the Company meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10) Code of Alabama 1975, amended.

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority, a copy of said application is attached hereto as Exhibit A; and

WHEREAS, the Company also proposes to acquire and install in the Facility certain items of machinery, equipment, furniture, furnishings, fixtures, and other personal property (the expansion of the Facility, along with the acquisition and installation of such machinery, equipment, furniture, furnishings, fixtures, and other personal property herein together called the "Project"); and

WHEREAS, the Project is estimated to be completed by the 1st day of January, 2015; and

WHEREAS, the Project will be located in the County of Jefferson, and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B 1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of:

- All state and local non-educational property taxes
- All construction related transaction taxes, except those local construction related transactions taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained by the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and determined that the construction of the Project in the State of Alabama and in Jefferson County will promote the development of industry in the State of Alabama and Jefferson County; and

NOW, THEREFORE, in consideration of the respective agreements on the part of the Commission and the Company herein contained, the Commission and the Company do hereby agree as follows:

Section 1 The Company hereby makes the following representations and warranties with respect to the Project:

- a) The total amount to be invested in the construction, acquisition and installation of the Project by the Company is projected to be \$3,269,000. The Commission acknowledges that this is only a good faith estimate,
- b) The Company expects to initially employ 4 individuals with a total annual payroll of approximately \$124,000; in Year 1, the Company expects to employ an additional 4 individuals with an annual payroll of approximately \$248,000; in Year 2, the Company expects to employ an additional 4 individuals with an annual payroll of approximately \$372,000; and in Year 3, the Company does not expect to employ any additional individuals.
- c) No part of the Project consists of repairs, maintenance, renovations, remodeling or rebuilding with respect to existing Company property or replacement of existing Company equipment.
- d) No part of the Project has been placed in service in Alabama by the Company or by a person who is a related party, as defined in 26 U.S.C. § 267, with respect to the Company prior to the execution and delivery of this Agreement.
- e) The construction, acquisition and installation of the Project will constitute "private use industrial property" within the meaning of the Tax Abatement Act.
- f) For the purposes of the abatement of construction related transaction taxes, no portion of the Project which has been requested for abatement has been acquired prior to the Effective Date of this Agreement.
- g) For the purposes of the abatement of all non-educational property taxes, no portion of the Project for which abatement is requested has been placed in service or operation by the Company or a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement.
- h) The Company is an industrial enterprise described in industrial classification 332322, as set forth in the 2007 North American Industry Classification System published by the United States Government Office of Management and Budget.
- i) The Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement.

Section 2 Abatements. The Commission hereby grants the Company an abatement of Non-educational Ad Valorem Taxes, Construction Related Transaction Taxes, and Mortgage and Recording Taxes for the Project to the fullest extent allowed under the Tax

Abatement Act. The terms "Non-educational Ad Valorem Taxes," "Construction Related Transaction Taxes" and "Mortgage and Recording Taxes" shall have the same meaning herein as in the Tax Abatement Act. As a basis for the abatements granted by the Commission, the Commission hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

- a) The estimated amount of each abatement applicable to the Company's investment in the Project is as follows:
 - i) Non-educational Ad Valorem Taxes: \$89,478;
 - ii) Construction-Related Transaction Taxes: \$64,919; and
 - iii) Mortgage and Recording Taxes: \$0.
- b) The abatements herein granted to the Company by the Commission for Non-educational Ad Valorem Taxes shall continue in effect for the Maximum Exemption Period (as defined in the Tax Abatement Act), which shall last for a period of ten years for each piece of property obtained by the Company for the Project, said abatement to start, on a property-by-property basis, on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company.
- c) The abatements granted to the Company in this Agreement extend to any future non-educational ad valorem taxes and construction related transaction taxes (including all state, municipal, and county sales and use taxes, but excepting those local construction-related transaction taxes levied for educational purposes or for capital improvements for education), and any future mortgage and deed recording taxes. Thus, if any additional non-educational taxes are levied by any municipality, county, state, or other governmental entity to which the Company would otherwise be subject, then as provided in this Agreement, the Company shall receive an abatement from such taxes. The Company will remain liable for any ad valorem taxes or local construction-related transaction taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under the Tax Abatement Act.
- d) The parties hereto hereby acknowledge that the Project may include equipment not currently accounted for in this Agreement and whose ownership has not yet been determined and that, in order to account for such investment, the parties hereto may seek an amendment to this Agreement and related abatement documents at a future date.

Section 3 Indemnification. The Company releases the Commission from, and will indemnify and hold the Commission, its officers, employees, and agents harmless against, any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project or granting of the abatements provided in Section 2, including without limiting the generality of the foregoing,

- a) obligations for the payment of any costs of the Project which are not paid because the Company fails to pay such costs;
- b) any destruction of or damage to property or any injury to or death of any person or persons caused by or related to the Project; and
- c) any lawsuit, claim or other cause of action filed against the Commission by any person claiming the abatements granted pursuant to this Agreement were invalid, illegal, or in any way improperly granted.

Section 4 The Company represents and warrants to the Commission as follows:

- a) that the granting of the tax abatements herein granted by the Commission will assist the Company in expanding an industrial or research enterprise (within the meaning of the Tax Abatement Act) in Jefferson County;
- b) that it is being further induced, in part, to arrange for and proceed with the construction, acquisition, and installation of the Project in reliance on the undertakings of the Commission herein contained;
- c) that the Company is a limited liability company organized under the laws of the State of Delaware, is in good standing under its articles of organization and the laws of said state and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and
- d) the execution and delivery of this Agreement on its part has been duly authorized by all necessary action.

Section 5 The Commission represents and warrants to the Company:

- a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement;
- b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the Commission; and
- c) the Project is located within the Commission's jurisdiction for granting the tax abatements provided in Section 2.

Section 6 Notifications of Abatement. The Company shall cause to be filed all notifications required under the Tax Abatement Act as a result of the abatements granted in Section 2. Such notifications include, but are not limited to, notification of the Alabama Department of Revenue, as required pursuant to section 40-9B-6(e) of the Tax Abatement Act.

Section 7 Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by counsel for the other party to carry out the purpose and intent of this Agreement.

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act:

(a) State and local non educational real property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years.

(b) State and local non educational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for ten (10) years for each piece of personal property purchased within five (5) years of the beginning of the abatement period, said abatement to start on a property by basis, on the October 1" following the date and time Company takes possession of each said piece of personal property.

(c) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for education purposes or for capital improvements for education;

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a lesser or greater amount depending upon the actual amount of such taxes levied during the abatement periods stated.

(a) If no bonds are to be issued, non-educational real property taxes are expected to be averaged at \$ 1,972 per year and the maximum period for such abatement shall be valid for a period of ten (10) years, beginning with the October I lien date next proceeding the acquisition date of abated property.

(b) If no bonds are to be issued, non-educational personal property taxes are expected to be averaged at \$6,976 per year.

(c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$64,919 and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the project: \$ 3,269,000.

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially: 4 Year 1: 8 Year 2: 12 Year 3: 12

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially: \$124,000 Year 1: \$248,000 Year 2: \$372,000 Year 3: \$372,000

4. The Company will provide an annual report to the County Manager's Office and the Tax Assessor's Office outlining the project (job creation and annual payroll) accomplished in accordance with the tax abatement agreement.

GENERALLY

Compliance. If the Company fails to comply with any provision of this Agreement or if any of the material statements contained herein are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Commission may terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items identified on the application form for abatement of taxes are not in compliance with the Tax Abatement Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable on the Effective date.

Effective Date. This Agreement shall become effective immediately upon its execution in full by the Commission and the Company.

Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of

*All state and local non-educational property taxes,

*All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

Severability. This Agreement may be amended or terminated by the Company and/or Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

IN WITNESS WHEREOF, the Commission and the Company have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereunto affixed, in several counterparts, each of which shall be deemed an original, and have caused this Agreement to be effective as of the date first set above.

JEFFERSON COUNTY COMMISSION

David Carrington, President

POSCO AAPC LLC

_____, Finance Director

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

Stephens, Brown, Bowman, Carrington and Knight.

Sep-25-2014-869

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 8 to the Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc., to provide engineering services for an infrastructure management system, which extends contract expiration date to April 1, 2015.

AMENDMENT NO. 8 TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS & TRANSPORTATION
ENGINEERING SERVICES FOR AN INFRASTRUCTURE MANAGEMENT SYSTEM

This document shall AMEND the scope of Amendment No. 7 of the original AGREEMENT identified as Engineering Services for an Infrastructure Management System, dated April 25, 2013.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work and the additional scope of work added in:

- Original executed September 18, 2007, Minute Book 154, Pages 346-354,
 - Amendment No. 1 executed May 13, 2008, Minute Book 155, Pages 589-590,
 - Amendment No. 2 executed October 18, 2008, Minute Book 156, Pages 573-577,
 - Amendment No. 3 executed November 24, 2009, Minute Book 159, Pages 59-60,
 - Amendment No. 4 executed April 6, 2010, Minute Book 159, Pages 473-474,
 - Amendment No. 5 executed October 12, 2010, Minute Book 160, Pages 518-520,
 - Amendment No. 6 executed April 10, 2012, Minute Book 163, Page 132,
 - Amendment No. 7 executed April 25, 2013, Minute Book 164, Pages 587-590
- with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE V, DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

AMENDMENT TO ARTICLE III - TIME OF BEGINNING AND COMPLETION

Paragraph A, number 2 - Amend to extend contract to the expiration date of April 1, 2015.

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

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of 2014.

ENGINEERING SERVICE ASSOCIATES, INC,

Frank E. Lindstrom, Jr., Chairman

RECOMMENDED:

Interim Director

Department of Roads & Transportation

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

David Carrington President

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 268' of buried cable at 2152 Old Springville Road in Center Point.

2. AT&T Corporation to install 1,500' of buried cable on Eastern Valley Road to Pocahontas Road in Bessemer.
3. AT&T Corporation to install 624' of buried cable at 2201 Bruner Road and down Mud Creek Road.
4. AT&T Corporation to install 1,575' of buried cable at 4038 Long Leaf Lake Trace.

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

Sep-25-2014-870

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: September 8, 2014
 Purpose: Payment to Saad S. El Sherbini for acquired ROW, 0.039 acres, more or less and the Temporary Construction Easement contains 0.069 acres, more or less (site address) – 3401 Hurricane Lane, B'ham., AL
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 8 Agent: Alan K. Dodd
 Price: \$9,999.00
 Pay to the order of: Saad S. El Sherbini
 Mailing Address: 3401 Hurricane Lane
 Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

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

Sep-25-2014-871

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: September 8, 2014
 Purpose: Payment to The Estate of Ernest S. Hansberger for acquired Temporary Construction Easement that contains 0.014 acres, more or less (site address) – 3336 Winchester Road
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 33 Agent: Alan K. Dodd
 Price: \$500.00
 Pay to the order of: The Estate of Ernest S. Hansberger
 Mailing Address: 166 Benson Road
 Spruce Pine, AL 35585

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding by an through the Office of Senior Citizen Services (Agency) and East Alabama Regional Planning and Development Commission (EARPDC) for provision of purchase, operation and expansion of Peer Place software for the period October 1, 2013 - September 30, 2014. It is understood that grant funding in the amount of \$8,839.61 comes from EARPDC to the Agency for the stated purpose.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute any subsequent documents necessary for acceptance of the grant funds and that the Chief Financial Officer is authorized and directed to receive and receipt the grant funds accordingly.

MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY OFFICE OF SENIOR CITIZENS SERVICES
AND
EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

THIS MEMORANDUM OF AGREEMENT made and entered into by and between the Jefferson County Office of Senior Citizens Services (hereinafter known as "the Agency") and East Alabama Regional Planning and Development Commission (hereinafter known as EARPDC), for provision of purchase, operation and expansion of Peer Place software effective in Fiscal Year 2014. It is understood that funding comes from EARPDC to the Agency for the stated purpose.

WHEREAS, the Agency has identified needs for funding to support the development of Peer Place Software products and customizations; and

WHEREAS, the Agency and EARPDC have statutory authority to enter into an agreement with any person, organization or group; and

NOW, therefore the Agency and EARPDC intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Services to be Provided:

The Agency intends to use these funds for the following purposes:

1. Assist the Area Agency on Aging with the operation and expansion of the Peer Place software, including programming costs, with priority given to the Case Management and Information and Assistance programs used in Aging and Disability Resource Center (ADRC) billing for Medicaid Reimbursement.
2. Assist the Area Agency on Aging for development and implementation of Peer Place client service tracking and reporting enhancements that allow for the collection of data that assists in the ability to gauge improvements in service delivery to seniors and increases the efficiency and effectiveness of the agency in their mission.
3. Facilitate staff training for use of additional Peer Place programs.

II. Period of Agreement:

- A. The term of this agreement will begin October 1, 2013 and end September 30, 2014.

III. Financial Arrangements:

- A. This Agreement shall be for a fixed fee in the amount of \$8,839.61
- B. EARPDC shall require the Agency to provide documentation that all funding related to this agreement is expended on the purchase of the PeerPlace Product and related customizations. The agency will be required to submit a semi-annual report including the number of users and PeerPlace programs in operation during the grant period.
- C. The Agency will submit an invoice upon initiation of the Agreement.

IV. Terms and Conditions:

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.

AGREED:

Jefferson County Office of Senior Citizens Services
Derry Johnson, Executive Director
W.D. Carrington
Commission President

East Alabama Regional Planning and Development Commission
James W. Curtis, Executive Director, EARPDC

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

CONTRACT ID: CON-00006407

WHEREAS, Jefferson County Commission was awarded a grant in the amount of \$800.00 from the Alabama Department of Senior Services (ADSS) to pay half of the costs of the training workshop; and

WHEREAS, Middle Alabama Area Agency on Aging will assist and support the Jefferson County Office of Senior Citizen Services for such a workshop; and

WHEREAS, Clayton Davis will provide two Long Term Care Training Workshops.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama by an through the Office of Senior Citizen Services, Middle Alabama Area Agency on Aging and Clayton Davis detailing the responsibilities of each party to conduct a public benefits Long Term Care Training Workshop. The period of this MOU is May 1, 2014 - June 25, 2014.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute any subsequent documents necessary for acceptance of the grant funds and that the Chief Financial Officer is authorized and directed to receive and receipt the grant funds accordingly.

MEMORANDUM OF UNDERSTANDING BETWEEN

Jefferson County Office of Senior Citizens Services (OSCS), a governmental organization and area agency on aging responsible for providing information and services to senior citizens located in Jefferson County.

And

Middle Alabama Area Agency on Aging, a quasi-governmental organization responsible for providing information and services to senior citizens located in Blount, Chilton, St. Clair, Shelby and Walker Counties.

And

Clayton Davis, an elder law attorney and Title III legal services provider.

PURPOSE

The purpose for this Memorandum of Understanding is to define the roles, responsibilities, and expectations for collaboration between OSCS, M4A and Clayton Davis.

The period of this agreement begins on May 1, 2014 and ends at the completion of the workshops (approximately June 25, 2014).

RESPONSIBILITIES OF EACH PARTNER

Responsibilities of OSCS:

- Secure venue or venues for two public benefits workshops to be held in Jefferson County;
- Secure refreshments (if any) and/or lunch (if any) for the events;
- Advertise workshops as per Alabama Department of Senior Services guidance; and
- Pay one-half of all expenses incurred as a result of the workshop, including the cost of the speaker, Clayton Davis, venue, refreshments (if any), lunch (if any) and advertising (photocopy, ink, envelopes, postage, etc.).
- Total costs shall not exceed \$800.

Responsibilities of M4A:

- Assist and support OSCS as requested or as needed;
- Advertise workshops as per Alabama Department of Senior Services guidance;
- Pay one-half of all expenses incurred as a result of the workshop, including the cost of the speaker, Clayton Davis, venue, refreshments (if any), lunch (if any) and advertising (photocopy, ink, envelopes, postage, etc.).
- Total costs shall not exceed \$800.

Responsibilities of Clayton Davis:

- Provide two workshops (one 6-hour professional workshop and one 3- or 4-hour lay workshop) at a cost not to exceed a total of \$1,322.32.
- Develop appropriate flyer to advertise the workshops and email to OSCS and M4A;
- Secure appropriate CEUs and CLEs in advance of the event; and
- Develop an agenda and appropriate workshop materials.

Time Period, Indemnification, Termination

This agreement can be suspended or terminated prior to its expiration date by mutual written agreement of all parties or in the event of force majeure or in the event of a breach of any of the other parties No liability is assumed by any of the parties to the this agreement, nor do the parties agree to indemnify each other, for any loss, damage, and/or cost arising out of or connected with the operation or performance of, or the failure to perform, any duty, obligation, activity on the part of the other parties, their agents or employees, in connection with this

agreement, expect as specifically set forth herein above.

Clayton Davis, Esq.

Derry Johnson, Executive Director Office of Senior Citizens Services

Carolyn Fortner, Executive Director

Middle AL Area Agency on Aging

W.D. Carrington, Commission President

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

Sep-25-2014-874

CONTRACT ID: CON-00006516

WHEREAS, South Alabama Regional Planning Commission (SARPC) has awarded Jefferson County, Alabama by and through the Office of Senior Citizen Services funds in the amount of \$10,000 to assist with enrolling older adults in the Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, the term of the grant award is April 1, 2014 through January 31, 2015, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept this grant amount of \$10,000 and that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama by an through the Office of Senior Citizen Services and South Alabama Regional Planning Commission to assist with enrolling older adults in the SNAP Program.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute any subsequent documents necessary for acceptance of the grant funds and that the Chief Financial Officer is authorized and directed to receive and receipt the grant funds accordingly.

these funds.

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH ALABAMA REGIONAL PLANNING COMMISSION

AND

JEFFERSON COUNTY OFFICE OF SENIOR CITIZENS SERVICES

THIS MEMORANDUM OF AGREEMENT made and entered into by and between South Alabama Regional Planning Commission (hereinafter known as SARPC) and Jefferson County Office of Senior Citizens Services (hereinafter known as OSCS), for provision of professional services for the period April 1, 2014 until January 31, 2015.

WHEREAS, SARPC has identified needs for funding to increase Supplemental Nutrition Assistance Program (SNAP) enrollment among low-income older adults in Alabama; and

WHEREAS, SARPC and OSCS have statutory authority to enter into an agreement with any person, organization or group.

NOW, therefore SARPC and OSCS intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Services to be Provided:

SARPC intends to use these funds for the following purposes:

1. Assist the Area Agency on Aging to assist older adults (i.e. age 60 and over) in applying for and enrolling in SNAP and other benefits with the goals of the initiative to include:
 - Significantly increasing the participation of older adults in SNAP through communitybased outreach and enrollment initiatives.
 - Identifying, analyzing, and disseminating replicable, cost effective, and scalable strategies for senior SNAP enrollment.
 - Increasing public awareness of senior hunger as an issue of national and local importance, and of SNAP as an effective strategy for reducing food insecurity among older adults.
2. Assist the Area Agency on Aging for development and implementation of this Senior SNAP Enrollment Initiative with a goal of assisting persons age 60T complete and submit SNAP applications to assist in the ability to gauge improvements in service delivery to seniors and increases the efficiency and effectiveness of the agency in their mission.
3. Specific commitments by OSCS to SARPC are:
 - Provide staff to assist older adults apply for SNAP benefits, including the ability to respond to requests for assistance generated by three statewide "SNAP and Seniors" radio campaigns implemented by SARPC in April, August/September and November and other outreach

postcards and posters provided by SARPC, and OSCS's outreach events.

- Assist 200 additional seniors, but no less than 150, beyond current goals to file new SNAP applications. This included plans for follow-up after applications are filed.
- Participate in grantee telephone calls, meetings and SNAP trainings provided.
- Use a screening and data collection tool for all clients served through this initiative such as Square One or Alabama's ADRC private label BenefitsCheckUp. Reporting is required monthly with clients entered into the screening and data collection tool by the 10th of the following month.

II. Period of Agreement:

- A. The term of this agreement will begin April 1, 2014 and end January 31, 2015.

III. Financial Arrangements:

- A. This Agreement shall be for a fixed fee in the amount of \$10,000.

B. SARPC will pay the Agency \$5,000 upon receipt of this fully executed Memorandum of Agreement and an invoice. The remaining balance of \$5,000 is payable in September, 2014 upon receipt of an invoice and the completion of the first 6 months of data reporting.

- C. OSCS will submit an invoice upon initiation of the Agreement.

IV. Terms and Conditions:

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.

AGREED:

South Alabama Regional Planning Commission

Chris Miller, Executive Director, SARPC

Jefferson Co. Office of Senior Citizens Services

David Carrington, President, Jefferson County Commission

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

Motion was made by Commissioner Brown seconded by Commissioner Knight that the resolution to petition the City of Birmingham for de-annexation of legal property known as Section 17, Township 17 Range 3 West (Holiday Hill/Germany Park) be held over until the October 9th Commission Meeting. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, October 9, 2014.

President

ATTEST

Minute Clerk