

STATE OF ALABAMA)

JEFFERSON COUNTY) January 7, 2016

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

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

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of December 17, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

---

The Commission met in Work Session on January 5, 2016, and approved the following items to be placed on the January 7, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6 and one additional item.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 10 and two additional items.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 9 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 and 2 and one additional item .
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 18.

---

Jan-7-2016-1

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

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

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

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

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

Z-2015-029 Charles G. Kessler, Jr., owner requests a change of zoning on part of Parcel 1D# 40-07-4-004-001.000 in Section 07 Twp 19 South Range 2 West from R-4 (Multi-Family) to R-T (Residential Townhouse) for a townhome development. (Case Only: 2401 Old Rocky Ridge Road, Birmingham, AL 35216)(ROCKY RIDGE)(0.42 Acres MIL)

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-029 be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Z-2015-028 Jimmy P. and Karen Preston, owners request a change of zoning on Parcel ID#s 38-32-1-001-002.000, 38-32-1-001-002.001, 38-32-1-001-002.004, and 38-32-1-001-003.006 in Section 32 Twp 19 South Range 4 West from R-G (Single Family) with covenants to A-1(Agriculture) to allow the keeping of horses and a future residence. (Case Only: 5716 Rockdale Road, Bessemer, AL 35022)(EASTERN VALLEY)(7.8 Acres MJL)

RESTRICTIVE COVENANTS: 1. No mobile homes are permitted; and 2. There shall be no electric fencing within ten (10) feet of the property line.

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that Z-2015-028 be approved subject to filing of covenants. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

Z-2015-030 Sterling Lakes Holding I, LLC, owners; Joseph Miller, HI, agent; requests revisions to existing restrictive covenants and conditions imposed in a previous zoning case (Z-2014-026) to allow a residential subdivision with joint driveways in accordance with an approved preliminary plat for the development. Property zoned R-1 (Single Family) with covenants. Parcel ID# 41-06-2-001-008.001 in Section 06 Twp 20 South Range 3 West. (Case Only: 3860 Guyton Road, Bessemer, AL 35244)(MORGAN)(13.6 Acres MIL)

Approval with amended covenants: 1. Each driveway shall be indicated on the final subdivision plat and shall meet sight distance requirements for the posted speed of the road; 2. Lots fronting Guyton road shall have joint driveways to be approved by the Department of Roads and Transportation; 3. All lots fronting Guyton Road shall have turnarounds on driveways; 4. The "Water Quality and Conservation Area" indicated on the site plan presented at the December 11, 2014 Planning and Zoning Commission hearing is to be platted as such (or as permanent open space) and shall not be reconstructed as a lake; said area is to be owned and maintained by an established homeowners' association or a conservation entity.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2015-030 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

---

Jan-7-2016-2

WHEREAS, Melodie Echols is currently serving as a member of the Planning and Zoning Commission of Jefferson County; and  
WHEREAS, Ms. Echols is eligible to serve a full term on the Commission and desires to continue to serve.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Melodic Echols is appointed to serve on the Planning & Zoning Commission for a term expiring December 31, 2019.

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

---

Jan-7-2016-3

WHEREAS, Joe Young is currently serving as a member of the Planning and Zoning Commission of Jefferson County; and  
WHEREAS, Mr. Young is eligible to serve a full term on the Commission and desires to continue to serve.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Joe Young is appointed to serve on the Planning & Zoning Commission for a term expiring December 31, 2019.

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

---

Jan-7-2016-4

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and Winewood Christian School, Inc. to help families affected by disaster by providing means of basic needs, food, shelter and other supportive services in the amount of \$7,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, Winewood Christian School, Inc. ("WINEWOOD") applied for a grant of funds for \$7,500.00; and

WHEREAS, WINEWOOD is a tax exempt non-profit educational institution under IRS Rule 501(c)(3), and provides disaster relief programs to the students and surrounding community. WINEWOOD seeks funding to assist families affected by disaster by providing means of basic needs, food, shelter and other supportive services; and

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

WHEREAS, Commissioner George F. Bowman has recommended funding of \$7,500.00 to WINEWOOD, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to WINEWOOD a lump sum payment of \$7,500.00 upon execution of this agreement.
3. WINEWOOD shall use the public funds to help families affected by disaster by providing means of basic needs, food, shelter and other supportive services.

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

4. WINEWOOD shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

WINEWOOD CHRISTIAN SCHOOL

John H. Davis, Jr., Chairman - Board of Directors

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

---

Jan-7-2016-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.

III to the Agreement between Jefferson County, Alabama and Medpath, Inc., d/b/a Martin D. Palmer, M.D. to provide services as Laboratory Medical Director for the period February 1, 2016 - January 31, 2017 in the amount of \$60,000.

Contract ID: CON-00004790

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and "Medpath Inc." d/b/a Martin D. Palmer, MD, hereinafter referred to as "Laboratory Medical Director" is hereby effective on February 1, 2016 as follows:

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 Amendment II to the contract between the parties which was approved by the Jefferson County Commission on January 8, 2015, and recorded in Minute Book 167; Page(s) 390, is hereby amended as follows:

- Extend the completed date of this contract to January 31, 2017.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens - Commission President

MEDPATH, INC.

Martin D. Palmer, MD

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

---

Jan-7-2016-6

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Preferred Provider Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and St. Vincent's Health System to provide in-patient services for the period October 1, 2015 - September 30, 2017 in an amount not to exceed \$2,000,000 annually

PREFERRED PROVIDER AGREEMENT  
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the St. Vincent's Health System, an Alabama non-profit corporation ("St. Vincent's") on behalf of itself and its wholly owned subsidiaries, St. Vincent's Birmingham and St. Vincent's East (each a "Hospital" and collectively the "Hospitals"), and its affiliate, Ascension Health at Home ( "AHH") and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

- 1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.
- 1.2 Hospitals and AHH are duly licensed by the State of Alabama and accredited by the Joint Commission.
- 1.3 Hospitals and AHH desire to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

- 2.1 Covered Services means all health care services provided to Beneficiaries by Hospitals and home health services provided to Beneficiaries by AHH that are medically necessary in the judgment of the Beneficiary's attending physician.

Hospitals and AHH will not be required to provide Covered Services to any Beneficiary (a) that are not offered generally by Hospitals and AHH, (b) that are NOT medically necessary in the judgment of the Beneficiary's attending physician or (c) if Hospital's and AHH's capacity to offer such Covered Service is limited as determined by the St. Vincent's Health System.

- 2.2 Beneficiary or Approved Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and provide Hospitals and AHH with electronic access to all applicable Approved Beneficiaries Lists. If the electronic access is not available, County shall provide current lists of Approved Beneficiaries on the 1<sup>st</sup> and 15<sup>th</sup> day of every month to St. Vincent's in electronic format. The list shall include first, middle and last names, address, date of birth, sex, social security number and effective and termination dates of each Approved Beneficiary.

- 2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from

a Hospital and AHH. Hospitals and AHH shall submit such invoices monthly. Notwithstanding the Reimbursement provisions of Sections 2.4 and 2.5, the aggregate annual payment due from the County to St. Vincent's for Covered services shall not exceed \$2,000,000. County agrees to pay interest on any amounts not paid when due at the rate of 1% per month and further agrees to pay Hospital's and AHH's costs of collection including reasonable attorneys' fees. In the event that payments are not received within 15 days of due date, St. Vincent's will have the right to terminate this Agreement immediately upon written notice to County.

2.4 Reimbursement for Hospital Services Other Than Level 1 and 2 Emergency Department Visits. Reimbursement for Covered Services, other than Level 1 and Level 2 emergency department visits will be due to Hospitals in an amount equal to the payment that would be due under the Medicare payment methodology for the Covered Service in effect that the time that such Covered Service is rendered. The parties agree that, although reimbursement will be based on Medicare rates in effect from time to time, the current Medicare base rates for inpatient services rendered by Hospitals are as follows:

St. Vincent's Birmingham	\$5189.22
St. Vincent's East	\$5850.56

The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by specific DRG weighting as established by CMS to determine actual reimbursement due to Hospitals for inpatient services.

The parties agree that the current Medicare base rates for outpatient services rendered by Hospitals are as follows:

St. Vincent's Birmingham	\$ 65.23
St. Vincent's East	\$ 65.23

The parties further acknowledge and understand that the prevailing Medicare base rate will be multiplied by the specific APC weighting as established by CMS to determine the actual reimbursement due to Hospitals for outpatient services other than Level 1 and 2 emergency department visits. The bundling and grouping provisions of the CMS outpatient prospective payment system will be followed by the parties.

2.5 Reimbursement for Level 1 and 2 Emergency Department Visits.

Reimbursement for Level 1 and Level 2 Emergency Department visits will be due to Hospitals in an amount equal to \$304.29 per visit.

2.6 Reimbursement for Home Health Services.

Reimbursement shall be made equal to the Medicare rate of the same services.

2.7 Access to Medical Records. Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, Hospitals and AHH shall allow County (including County agencies) to review and duplicate any records maintained pursuant to this Agreement but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. Hospitals and AHH shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries pursuant to this Agreement or investigating Beneficiary complaints. Upon request, Hospitals and AHH shall assist in any such audit or review. If St. Vincent's and/or Hospitals carry out any of their duties under this Agreement through an agreement with an individual or organization related to them, St. Vincent's shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to St. Vincent's and Hospital policies and procedures related to access to medical records and County agrees to reimburse Hospitals and AHH for any records duplicated for County or any County agency in accordance with the provisions of Section 4.6 of this Agreement.

2.8 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to a Hospital for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospitals and AHH agree to accept patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then a Hospital may cancel such appointment at its discretion. Notwithstanding the foregoing, if the appointments are not cancelled then County agrees to issue a retrospective authorization for payment for such service rendered. The County also agrees to issue a retrospective authorization if a Beneficiary seeks care at a Hospital emergency department or if a Hospital renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Such authorizations shall be communicated via e-mail or fax in a timely manner. Hospitals and AHH may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospitals and AHH shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

2.9 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. When Beneficiary is discharged from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center; provided, however, that a Beneficiary shall be permitted to receive at least one post-discharge visit with physicians who treated Beneficiary while he/she was an inpatient. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide or that are not available to the Beneficiary in a timely manner, and if Hospital does provide such diagnostic tests and/or procedures, the Beneficiary may be referred to Hospital. This referral shall require a Service Authorization Form pursuant to the terms outlined in Section 2.6.

### III. TERM AND TERMINATION

3.1 This agreement shall become effective October 1, 2015 and ending September 30, 2017.

3.2 Except as provided in Section 5.4 hereof, the terms of this Agreement shall apply to Covered Services that are rendered on or after the effective date of this Agreement.

3.3 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

### IV. RESPONSIBILITIES OF ST. VINCENT'S AND HOSPITALS AND AHH

4.1 Hospitals and Al-11-1 shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospitals and AHH shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 St. Vincent's represents to County that at the time this Agreement is entered into, Hospitals possess all licenses required by law to operate as a hospital in the State of Alabama and AHH possess all licenses required by law to operate as a home health agency in the State of Alabama; Hospitals and AHH have been certified as meeting the Hospital and or Home Health Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that Hospitals and AHH are accredited by the Joint Commission. Hospitals and AHH will maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Hospitals and AHH if Hospitals and AHH fail to do so. Upon request, Hospitals and AHH agree to furnish County with successive copies of Joint Commission certificates when such copies are received by Hospitals and AHH.

4.3 AHH and/or St. Vincent's will also cause Hospitals to deliver to the County mutually agreeable written reports detailing agreed health care indicators compiled by AHH in the normal course of its business on an agreed upon basis.

The type of information which may be included in such reports, if and to the extent AHH gathers such information in the normal course of business, may include such matters as hospital admissions, emergency department visits, outpatient visits, surgery cases, days of hospitalization and births. The parties agree to reasonably cooperate with each other in the scope and detail to be provided by such reports.

4.4 Hospitals and AHH agree to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospitals and AHH.

4.5 St. Vincent's agrees that, upon termination of this Agreement for any reason, Hospitals and AHH will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.6 Subject to compliance with Article IX, St. Vincent's, Hospitals, and AHH shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination or expiration of this agreement.

4.7 Upon written request and subject to any required patient consent, Hospitals agree to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such records under HIPAA, subject to prepayment of the maximum charge as set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.8 St. Vincent's shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

### V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospitals and AHH for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Hospitals and AHH for all Covered Services provided to Beneficiaries that were not authorized

by County, if Hospitals and AHH can show that, at the time the patient was treated either (a) the Hospital and AHH took reasonable steps to comply with the requirements of section 2.7 of this Agreement or (b) the Beneficiaries presented to a Hospital emergency department.

5.3 County agrees to enter into provider contracts with a sufficient number of physicians who perform services at Hospitals and AHH in order to ensure that the Covered Services can be provided to the Beneficiaries.

#### VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

#### VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospitals and AHH based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement no later than one year after the last date that a Covered Service is rendered to a Beneficiary. All claims will be submitted by Hospitals and AHH will comply with the HIPAA Security Rule.

7.2 Hospitals and AHH shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospitals and AHH's standard billed charges for Covered Services.

7.3 County shall not retroactively deny, adjust or seek recoupment or refund of a paid claim for Covered Services for any reason other than (a) fraud, (b) coordination of benefits or (c) duplicate payments on claims for the same Covered Service after a period of one year from the date that the initial claim was paid.

#### VIII. LIABILITY AND INSURANCE

8.1 St. Vincent's, Hospitals, and AHH shall only have a patient relationship with all Beneficiaries receiving Covered Services. County and St. Vincent's are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

St. Vincent's and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, St. Vincent's and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure St. Vincent's, Hospitals and AHH and County and their respective employees against any event or loss which may impair the ability of St. Vincent's and County to fulfill their obligations as outlined in this Agreement.

#### IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement contains the entire Agreement between County and St. Vincent's with respect to the subject matter hereof. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and St. Vincent's. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and St. Vincent's agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to St. Vincent's at the addresses below:

To County: Walter Jackson, Deputy County Manager  
Jefferson County  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35203

To St. Vincent's: St. Vincent's Health System  
810 St. Vincent's Drive  
POB 1, Third Floor  
Birmingham, Alabama 35205  
Attention: EVP/CFO

9.5 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County and St. Vincent's. The County and St. Vincent's Health System each represents and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

9.6 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they

form no part of this Agreement and shall not affect its' interpretation.

9.7 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by St. Vincent's or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. St. Vincent's or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.8.1 Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and St. Vincent's have executed this Agreement through a duly authorized officer as of the date noted below.

COUNTY

St. Vincent's Health System

James A. Stephens, President - Jefferson County Commission

David Cauble , EVP/CFO

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

Jan-7-2016-7

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 Seabe Staton, Jr., d/b/a Staton & Associates Consultant Services, Inc. to provide services as a qualified Electroencephographic Technologist for the period January 1, 2016 - December 31, 2016 in an amount not to exceed \$6,000.

Contract ID: CON-00003499

SACS (d/b/a Seabe Staton, Jr.)

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County; Alabama, as a function of county government, operating the Cooper Green Mercy Health Services; and,

WHEREAS, Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (hereinafter referred to as the "Clinics"), desires to contract for services; and,

WHEREAS, THE UNDERSIGNED, Staton and Associates Consultant Services, Inc., (SACS) d/b/a Seabe Staton (hereinafter referred to as the "Contractor"), desires to furnish services to the Clinics.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. SCOPE OF SERVICES: The duties of the Contractor shall be provided on an as needed basis and shall include but not be limited to The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a qualified Electroencephalographic Technologist as certified by the American Board of Registration of Electroencephalographic Technologists. The Contractor shall be available to render EEG services to the Clinics during normal clinic business hours, Monday through Friday, as needed.
2. TERMS OF AGREEMENT: This Agreement shall have an initial term of one (1) year term commencing on January 1, 2016 through December 31, 2016. This Agreement may be renewed for successive one (1) year terms for a total of two (2) additional years with written approval by the Contractor and the Jefferson County Commission.
3. COMPENSATION: The Clinic shall pay to Staton and Associates Consultant Services, Inc. the sum of \$90.00 per EEG during the term of this contract upon submission of an itemized detailed invoice. Total compensation shall not exceed \$6,000 annually.
4. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for the same under this contract.
5. NON-DISCRIMINATING 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.



6. 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.
7. GOVERNMENTAL REGULATIONS: The Contractor's obligations under this Contract are subject to all governmental laws and regulations federal, state, and local.
8. TERMINATION OF CONTRACT: Upon Thirty (30) days written notice to 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 acceptable work executed in accordance with the Agreement prior to the effect 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.
9. Assumption of Risk, Hold Harmless Indemnification. Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Clinics for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Clinic. Contractor shall not represent itself to any third party as an agent or employee of Clinic. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.
10. 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.
11. INSURANCE: Contractor will maintain such insurance as will protect the County from claims under Workmen's Compensation Acts and form claims for damage and/or personal injury, including death, which may arise from operations under this contract.
12. 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 governments whatsoever or family member of any of them, including federal , state, county and municipal and any agency or subsidiary of any such governmental; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that , except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
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.

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, Alabama d/b/a Cooper Green Mercy Health Services

James A. "Jimmie" Stephens, President

SACS Staton and Consultants, Inc. d/b/a Seabe Staton Jr.

Seabe Staton. Jr., President/Owner

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

---

Jan-7-2016-8

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 Laboratory Corporation of America (LabCorp) to provide pap smear interpretation and HPV testing for the period December 17, 2015 - December 16, 2016 in the amount of \$50,000.

CONTRACT NO. 00008016

ITB #149•15

PROFESSIONAL SERVICES CONTRACT

"PAP SMEAR SERVICES & HPV"

THIS AGREEMENT entered into this 17<sup>th</sup> day of December, by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Laboratory Corporation of America Holdings, hereinafter called "LabCorp". The effective date of this agreement shall be December 17, 2015 or upon Commission Approval.

WHEREAS, the County desires to contract for Cooper Green Mercy Health Services, "Laboratory Division," hereinafter called "the County"; and

WHEREAS, LabCorp desires to furnish said professional services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage LabCorp and Labcorp hereby agree to perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No.149-15 dated September 28, 2015, the terms of which are included herein by reference. LabCorp shall perform all necessary services provided under this Contract as required by the County. LabCorp shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Must provide equipment (PC, Printer, Connection) for requisitioning, resulting, and database queries (specimen status, result, etc.) at no charge.
- Must provide 7 day turnaround
- Must provide Monthly Summary of Abnormal Results
- Must meet and maintain CAP requirements for accreditation.
- Must provide a complete description of Quality Assurance mechanism utilization.
- Must provide technical data and evaluation criteria on methodologies used.
- Must provide an adequate supply of specimen collection and handling materials that are used solely to collect, transport, process or store specimens to be submitted to LabCorp for testing.
- Must provide CPT codes for tests/methods used.
- Must provide repeat testing at no charge if a request to repeat the test is received from County within five (5) days following the date of the original test and specimen stability and volume permit. This policy applies only to specimens initially sent to and tested by LabCorp.
- Must provide a schedule of testing frequency, turnaround time, and where the testing is performed.
- Must provide courier service or mailers for test expediting (to include shipping at Contractors expense)
- Must maintain bid pricing for the contract period.

Must bill on a monthly basis with an itemized invoice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: LabCorp shall be available to render services to the County beginning December 17, 2015 through December 16, 2016 or for 12 consecutive months upon Commission Approval.

4. COMPENSATION: The Contractor shall be compensated for services rendered based upon the pricing and testing provided. See attached fee schedule for awarded pricing.

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

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

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

8. NON-DISCRIMINATION POLICY: LabCorp will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. LabCorp 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.

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

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

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

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

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 parties. 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. INSURANCE: LabCorp will maintain such insurance as will protect it 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. LabCorp must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

15. COUNTY FUNDS PAID: LabCorp and LabCorp 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 LabCorp nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

16. ASSIGNMENT No portion of this 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 Bidder to subcontract (assign) any portion of this contract,

the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder 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.

17. 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 hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

LABORATORY CORPORATION OF AMERICA HOLDINGS

Parthia Gentles Hudson, Vice President Controller

STATE OF ALABAMA, JEFFERSON COUNTY:

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

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

---

Jan-7-2016-9

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Poole & Company Architects, LLC to provide a preliminary architectural and engineering study of the 2121 Building in the amount of \$45,000.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this January 1, 2016, by and between Jefferson County Commission, hereinafter called "the County, and Poole and Company Architects, LLC located at 2 North 20<sup>th</sup> Street, Suite 1610, Birmingham, Alabama 35203, hereinafter called "the Architect."

WHEREAS, the County desires to contract for Professional Architectural services.

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

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

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

SCOPE OF SERVICE: Perform preliminary architectural and engineering study of the 2121 building and building systems including but not limited to the roof, building envelope components, mechanical, electrical, plumbing, structural and life safety systems. Prepare preliminary budget estimates and options. In addition, develop possible phasing scenarios.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 6 months beginning January 1, 2016 through May 31, 2016.

COMPENSATION: Compensation shall be based on the attached "Hourly rates schedule" with a budget estimate of forty five thousand

\$45,000) dollars. Fees for sub consultants will be at rate of (x 1.1) times their invoiced amount. Invoices pay upon receipt

REIMBURSABLE EXPENSES: There will be no reimbursable expenses associated with this service

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

Architect: Poole and Company Architects, LLC

Attention: John Poole

2 North 20th Street, Suite 1610

Birmingham, Alabama 35203

Copy to: Jefferson County General Services

Attention: Jeffrey Smith, Director  
716 Richard Arrington Jr. Blvd. North  
Room 1  
Birmingham, AL 35203

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

Architect	Jefferson County, Alabama
John Poole	James A Stephens
President	Commission President

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

---

Jan-7-2016-10

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and Cancer Awareness Network for Children, Inc. to use public funds to host quarterly luncheon/workshops within the Birmingham Metropolitan Area to educate the participants on cancer awareness, with strong emphasis on early detection and screening, lung and breast health, and methods of identifying and utilizing resources available in their area.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Cancer Awareness Network for Children, Inc. ("Cancer Awareness Network"), applied for a grant of funds for \$500.00; and

WHEREAS, Cancer Awareness Network is a 541(c)(3) organization which hosts quarterly luncheon/workshops throughout the Birmingham Metropolitan Area of Birmingham in order to educate the participants on cancer awareness, with strong emphasis on early detection and screening, lung and breast health, and methods of identifying and utilizing resources available in their area; and

WHEREAS, Cancer Awareness Network meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$500.00 to Cancer Awareness Network, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE., the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 31, 2016.
2. The County shall pay to Cancer Awareness Network a lump sum payment of \$500.00 upon execution of this agreement.
3. Cancer Awareness Network shall use the public funds to host quarterly luncheon/workshops within the Birmingham Metropolitan Area educate the participants on cancer awareness, with strong emphasis on early detection and screening, lung and breast health, and methods of identifying and utilizing resources available in their area.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED

4. Cancer Awareness Network shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

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

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

7. Cancer Awareness Network representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired

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

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

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

JEFFERSON COUNTY, ALABAMA

Cancer Awareness Network for Children, Inc.

James A. Stephens, President - Jefferson County Commission

Loretta G. Herring, Executive Director

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

---

Jan-7-2016-11

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and REV Birmingham, Inc. to use the public funds for the 2016 MLK, Jr. Unity Breakfast in the amount of \$2,500.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program. REV Birmingham, Inc. ("REV"), applied for a grant of funds for \$2,500.00; and

WHEREAS, REV is a 501(c)(3) organization which seeks funds for the 2016 MLK, Jr. Unity Breakfast, a gathering for a community-wide discussion about race, inclusion and Birmingham's legacy as a change-agent for equity and justice in the United States of America; the Unity Breakfast also serves as a fundraising event for the annual MLK Scholarship Essay program, which provides direct scholarships to high school students throughout the Birmingham region; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,500.00 to REV., and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 19, 2016.
2. The County shall pay to REV a lump sum payment of \$2,500.00 upon execution of this agreement.
3. REV shall use the public funds for the 2016 MLK, Jr. Unity Breakfast, a gathering for a community-wide discussion about race, inclusion and Birmingham's legacy as a change-agent for equity and justice in the United States of America; the Unity Breakfast also serves as a fundraising event for the annual MLK Scholarship Essay program, which provides direct scholarships to high school students throughout the Birmingham region.

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

4. REV shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

REV Birmingham, Inc.

\_\_\_\_\_, President & CEO

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

\_\_\_\_\_  
Jan-7-2016-12

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and ALLA, Inc. to assist in providing quarterly classes at Birmingham and Jefferson County school systems to provide education and life changing information to deter drug addiction, homelessness, criminal activities and death among high school students in Jefferson County in the amount of \$1,000.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, ALLA, Inc. ("ALLA"), applied for a grant of funds for \$1,000.00; and

WHEREAS, ALLA is a 501(c)(3) organization which seeks to provide drug prevention programs, educational opportunities to promote family, career and financial stability; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$1,000.00 to ALLA, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 31, 2016.
2. The County shall pay to ALLA a lump sum payment of \$1,000.00 upon execution of this agreement.
3. ALLA shall use the public funds to assist in providing quarterly classes at Birmingham and Jefferson County school systems to provide education and life changing information to deter drug addiction, homelessness, criminal activities and death among high school students in Jefferson County.

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

4. ALLA shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ALLA, Inc.

Sonya Mitchell, Chief Executive Officer

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

---

Jan-7-2016-13

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and Brenda's Brown Bosom Buddies, Inc. to use the public funds to host a 5k run to raise funds to be used to provide mammograms for those that cannot afford them, provide transportation for breast cancer patients to receive treatment, and assist with providing forums on breast cancer awareness, early detection, self-breast examination, healthy eating and living, personal finance and insurance information in the amount of \$2,000.

#### COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Brenda's Brown Bosom Buddies, Inc. ("BBBB"), applied for a grant of funds for \$2,000.00; and

WHEREAS, BBBB is a 501(c)(3) organization which seeks to host a 5k run to raise funds to be used to provide mammograms for those that cannot afford them, provide transportation for breast cancer patients to receive treatment, and assist with providing forums on breast cancer awareness, early detection, self-breast examination, healthy eating and living, personal finance and insurance information; and

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,000.00 to BBBB, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 31, 2016.
2. The County shall pay to BBBB a lump sum payment of \$2,000.00 upon execution of this agreement.



3. BBBB shall use the public funds to host a 5k run to raise funds to be used to provide mammograms for those that cannot afford them, provide transportation for breast cancer patients to receive treatment, and assist with providing forums on breast cancer awareness, early detection, self-breast examination, healthy eating and living, personal finance and insurance information.

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

4. BBBB shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

Brenda's Brown Bosom Buddies, Inc.

Brenda Phillips Hong, Executive Director

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

\_\_\_\_\_  
Jan-7-2016-14

WHEREAS, Marquelon Sigler is currently serving as a member of the Planning and Zoning Commission of Jefferson County; and WHEREAS, Mr. Sigler is eligible to serve a full term on the Commission and desires to continue to serve.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Marquelon Sigler is appointed to serve on the Planning & Zoning Commission for a term expiring December 31, 2019.

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

\_\_\_\_\_  
Jan-7-2016-15

WHEREAS, the Jefferson County Commission originally approved a resolution on April 9, 2015 in Minute Book 168, Page 20

authorizing an Agreement between Jefferson County, Alabama and Pathways for a Federal Emergency Solutions Grant (HESG14-ES-PW);

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an Amendment One (1) to extend the contract period to March 31, 2016. This Agreement is from Program Year 2014 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Pathways (HESG14-ES-PW), hereinafter call the "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be April 9, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on April 9, 2015, in Minute Book 168, Page 20, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to March 31, 2016.

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Maria Lampley, Executive Director - Pathways

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

\_\_\_\_\_

Jan-7-2016-16

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Oak Grove Storm Shelter Project, such bids having been opened on December 15, 2015, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Notation</u>	<u>Total Bid</u>
Coston General Contractors	\$131,424.00	\$12,000.00	\$143,424.00
RDT Enterprise, LLC	\$153,552.00	\$0	\$153,522.00
Safe-T-Shelter	\$ 75,200.00	\$0	\$ 75,200.00
Survive-A-Storm Shelter	\$ 84,500.00	\$0	\$ 84,000.00
Syms Contractors Inc.,	\$163,401.00	(\$3,812.00)	\$159,589.00

WHEREAS, after tabulation by Thompson Architecture, Inc., and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Safe-T-Shelter, for the bid amount of \$75,200.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Oak Grove Storm Shelter Project to Safe-T-Shelter, for the bid amount of Seventy Five Thousand Two Hundred and no/100 Dollars (\$75,000.00). This project will be funded with FEMA federal funds.

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

\_\_\_\_\_

Jan-7-2016-17

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Pleasant Grove Storm Shelter Project, such bids having been opened on December 15, 2015, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Notation</u>	<u>Total Bid</u>
-------------------	-----------------	-----------------	------------------

A.G. Gaston Construction	\$711,840.00	\$0	\$711,840.00
Coston General Contractors	\$495,385.00	(\$31,000.00)	\$464,385.00
Douglas Built, LLC.	\$518,753.00	\$0	\$518,753.00
Richardson Construction Co.	\$412,000.00	\$10,000.00	\$422,000.00
Syms Contractors Inc.,	\$563,675.95	(\$65,111.00)	\$471,564.95

WHEREAS, after tabulation by Spencer Engineering, Inc., and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Richardson Construction Co., for the bid amount of \$422,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Pleasant Grove Storm Shelter Project to Syms Contractors Inc., for the bid amount of Four Hundred Twenty Two Thousand and no/100 Dollars (\$422,000.00). This project will be funded with CDBG-DR federal funds. This project is from the Program Year 2012.

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

---

Jan-7-2016-18

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Midfield Park Improvements project (CD14-03F-M-MPI)

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

---

Jan-7-2016-19

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Midfield Park Improvements project (CD14-03F-M-MPI) from the Community Development Block Grant Program.

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

Knight, Brown, Bowman, Carrington and Stephens.

---

Jan-7-2016-20

WHEREAS, Jefferson County Commission has entered into a Participation agreement with One Roof, Inc., formerly Metropolitan Birmingham Services for the Homeless (MBSH), for the Homeless HMIS Project regarding access and use of the Program Management Information System of Alabama known as PromisAL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized, directed and empowered to execute the End User agreement between Jefferson County, Alabama and the following staff member of the Jefferson County Office of Community & Economic Development: Marcia Blount. There are no funds associated with this agreement.

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

---

Jan-7-2016-21

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, the Notification of Grant Award (NGA) awards Title III programs funding in the amount of \$440,595 for the period October 1, 2015 - September 30, 2016.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the FY2015-2016 Notification of Grant Award between Jefferson County, Alabama and the Alabama Department of Senior Services for Title III programs funding.

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

---

Jan-7-2016-22

WHEREAS, Jeremy Wright is currently serving as a member of the Planning and Zoning Commission of Jefferson County; and  
WHEREAS, Mr. Wright is eligible to serve a full term on the Commission and desires to continue to serve;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jeremy Wright is appointed to serve on the Planning & Zoning Commission for a term expiring December 31, 2019.

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

---

Jan-7-2016-23

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Alabama Power Company for the installation of power lines on County property at the Tin Mill Road Lift Station

Right-of-Way

TIN MILL ROAD SS - WYLAM DS 115 KVTL (TL 29-6-19)

BIRMINGHAM DIVISION

A3968807793-300

70273095

This instrument prepared in the

Corporate Real Estate Office

Alabama Power Company

P.O. Box 2641

Birmingham, AL 35291

By: Shane Hopson

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, [hereinafter known as Grantor], for and in consideration of the sum of Dollars (\$) to it in hand paid by Alabama Power Company, a corporation, (hereinafter known as Grantee), the receipt whereof is acknowledged, does hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land varying in width, as said strip is now located by the final location survey thereof heretofore made by said Company, over, under and across the lands of which it is hereinafter described as being a part, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip and the right to cut such timber outside of said strip which in falling would come within five (5) feet of any conductor on said strip, and the right to install, maintain and use anchors and guy wires on land adjacent to said strip, and the right to install grounding devices on grantors' fences now or hereafter located on such strip and on fences or other structures of grantors now or hereafter located adjacent to such strip, and the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip, said strip and the lands of which the same is a part being described as follows:

A strip of land, varying in width, which lies within the Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/a) of Section 10, Township 18 South, Range 04 West, Jefferson County, Alabama, such strip being more particularly described as follows:

To reach the point of beginning of said strip, commence at the Northwest corner of Section 15, Township 18 South, Range 04 West, marked by a found 3" capped pipe; thence run N44°19'48"E, a distance of 5096.83 feet to a point; thence turn a deflection angle to the right, and run S35°22'42"W, a distance of 144.49 feet to a point; thence turn a deflection angle to the right of 180°00'00", such point being the Point of Beginning of a survey line used to describe said strip of right-of-way herein described; therefrom said strip is varying in width and lies 15 feet to the left and up to an existing eighty (80) foot road right-of-way of Tin Mill Road to the right of said survey line, and the continuations thereof, which begins at such Point of Beginning and runs N35°22'42"E, a distance of 30 feet, more or less, to a point, such point being the point of ending of the strip of right-of-way herein described.

Alt bearings based on Alabama State Plane West Zone Grid North.

The grantor covenants with the said Grantee, that it is lawfully seized in fee of the above described land; that it is free from all encumbrance; that it has a good right to convey the same to the said Company, and that it will warrant and defend the said land to the said Company forever.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

The grantor shall have the right to cultivate and use said strip of land for any purpose not inconsistent with the rights which the grantee may from time to time exercise hereunder.

IN WITNESS WHEREOF, given under my hand and seal, this the 7<sup>th</sup> day of January, 2016.

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President of Jefferson County Commission

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

Jan-7-2016-24

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Alabama Power Company for the installation of power lines on County property at the Cahaba River Trunk Sewer Portal Site

EASEMENT-DISTRIBUTION FACILITIES

W. E. No. A6173-09-A115

APCO Parcel No. 70273663

Transformer No. S19018

This instrument prepared by: J. PATRICK REED

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

KNOW ALL MEN BY THESE PRESENTS, That JEFFERSON COUNTY, ALABAMA. A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA as grantor, for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual locations) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"):

See Exhibit "A" attached hereto and made a part hereof, less and except any portion of said easement that lies outside the property Boundary of Grantor

SUBJECT TO:

1. THE SANITARY SEWER RIGHT-OF-WAY RECORDED IN INSTRUMENT NO. BK: 200408 PG: 8806 IN THE OFFICE OF THE PROBATE OFFICE OF JEFFERSON COUNTY. ALABAMA
2. THE PROVISIONS OF THE LEASE AGREEMENT ENTERED INTO BY JEFFERSON COUNTY AND THE ROCKY RIDGE FIRE DISTRICT AS RECORDED IN INSTRUMENT NO. BK: 200512 PG: 18065 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

This easement will become null and void upon the abandonment of the facility it is intended for and the removal of Alabama Power facilities.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by JAMES A. STEPHENS, its authorized representative, as of the 7<sup>th</sup> day of January, 2016.

ATTEST:

JEFFERSON COUNTY, ALABAMA  
JAMES A. STEPHENS, PRESIDENT  
JEFFERSON COUNTY COMMISSION

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

Knight, Brown, Bowman, Carrington and Stephens.

---

Jan-7-2016-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Quit Claim Deed of Road Right of Way of Shannon-Oxmoor Road. United States Steel Corporation has requested to have this portion of abandoned right of way located across their property quit claimed to them . The City of Hoover has taken over maintenance and has relocated the road out of this right of way. This right of way was donated to Jefferson County by Tennessee Coal, Iron and Railroad Company.

Quit Claim Deed

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager

Right-of-Way Division,

Jefferson County Roads and Transportation

A200 Courthouse, 716 Richard Arrington Jr, Blvd N

Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and no/100 DOLLARS ( \$1.00 ) to in hand paid by the United States Steel Corporation, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said United States Steel Corporation all its right, title, interest, and claim in the following described real estate, to wit:

Part of the Right of Way of Shannon-Oxmoor Road conveyed to Jefferson County by Deed 4659 Page 205 as recorded in the Probate Office of Jefferson County, Alabama and also being recorded in Deed 480 Page 319 in the Bessemer Probate Office of Jefferson County, Alabama. Said Right of Way being more particularly described as follows:

Right of Way Parcel No.1

Commence at the Southwest corner of Section 5, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in a Northerly direction along the West line of said section for 368.75 feet; thence deflect 78°44'06" right and run Northeasterly direction for 205.07 feet to the Point of Beginning of the herein described parcel, said point lying on a curve to the left having a central angle of 4°21'49" and radius of 925.37 feet; thence deflect 69°08'09" right to the tangent of said curve and run Southeasterly along the arc said curve for 70.47 feet, said point lying on a curve to the left having a central angle of 5°42'12" and a radius of 583.00 feet; thence deflect 142°50'28" right tangent to tangent and run Northwesterly along the arc of said curve for 58.03 feet to the beginning of a tangent curve to the right having a central angle of 77°07'07" and a radius of 35.00 feet; thence run Northwesterly along the arc of said curve for 47.11 feet to the beginning of a tangent curve to the left having a central angle 9°38'18" and a radius of 750.00 feet; thence run Northwesterly along the arc of said curve for 126.17 feet to a point on a curve to the left having a central angle of 7°58'18" and a radius of 925.37 feet; thence deflect 167°43'03" right tangent to tangent and run Southeasterly along the arc of said curve for 128.75 feet to the point of beginning. Contains 0.11 acres, more or less.

Right of Way Parcel No.2

Commence at the Southwest corner of Section 5, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in a Northerly direction along the West line of said section for 368.75 feet; thence deflect 78°44'06" right and run Northeasterly direction for 205.07 feet to a point lying on a curve to the left having a central angle of 24°39'25" and radius of 925.37 feet; thence deflect 69°08'09" right to the tangent of said curve and run Southeasterly along the arc said curve for 201.93 feet to the Point of Beginning of the herein described parcel; thence continue Southeasterly along the arc of said curve for 196.30 feet to the beginning of a curve to the left having a central angle of 29°33'24" and a radius of 598.00 feet; thence deflect 16°55'10" right tangent to tangent and run Southeasterly along the arc of said curve for 308.49 feet to a point on a curve to the right having central angle of 36°07'58" and a radius of 985.37 feet; thence deflect 174°35'24" right tangent to tangent and run Northwesterly along the arc of said curve for 621.41 feet to the beginning of a curve to the left having a central angle of 73°51'26" and a radius of 25.00 feet; thence deflect 60°12'57" left tangent to tangent and run Southwesterly to Southerly along the arc of said curve for 32.23 feet to the beginning of a curve to the right having a central angle of 103°55'12" and a radius of 30.00 feet; thence deflect 176°19'45" right tangent to tangent and run Northerly to Southeasterly along the arc of said curve for 54.41 feet to the beginning of a tangent curve to right having a central angle of 11°01'10" and a radius of 523.00 feet; thence run Southeasterly along the arc of said curve for 100.59 feet to the point of beginning. Contains 0.55 acres, more or less.

SUBJECT TO

Right to construct, operate and maintain a line of electric power transmission wires granted by Tennessee Coal, Iron and Railroad Company to Alabama Power Company by contract dated December 15, 1937.

All easements and/or rights of way of record.

All existing rights of way or easements for public utilities and to all utility facilities presently situated in the above described parcels. Situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said United States Steel Corporation, its heirs and assigns forever.

Given under my hand(s) and seal(s), this 7<sup>th</sup> day of January, 2016.

JEFFERSON COUNTY, ALABAMA

Attest:

James A. Stephens, President

Minute Clerk

Jefferson County Commission

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

---

Jan-7-2016-26

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Town of North Johns to provide roadway maintenance of Johns Road (CR-36) and Johns Cut Off Road.

AGREEMENT BETWEEN  
JEFFERSON COUNTY, ALABAMA AND  
THE TOWN OF NORTH JOHNS, ALABAMA

REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

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

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

WHEREAS, the law of the state of Alabama authorized local governments to contract with one another for the maintenance of roadways; and

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

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

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

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

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

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

1. County Road 36 (also known as/aka Johns Road - Main Street) through the town limits
2. Johns Cut (ff Road

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

Notice:

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



individual:

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

The City's designated Administrator shall be the following:

Director of - Mayor/Town Council

County's Responsibilities:

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

1. Roadway Surface and Roadbed
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of tire roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The county will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges - The County shall only be responsible for the following bridges:

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

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

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

City's Responsibilities:

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

1. Traffic Control - This includes, but is not limited to, striping\*, markings, signals, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.
2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc, shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.
3. Zoning and Development Control/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.
4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for

reimbursement.

- 5. Pedestrian Ways - Any site crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.
- 6. Litter -Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1- Traffic Control.
- 7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.
- 8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)
- 9. Right of Way-The City Administrator shall notify the County ,Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or ice accountability by County to State and Federal agencies is not negatively impacted.

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

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

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

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

Termination of Agreement:

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

JEFFERSON COUNTY COMMISSION

TOWN OF NORTH JOHNS

James A. Stephens, President .

Kenneth Lindsey, Mayor

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

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

Jan-7-2016-27

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: December 28, 2015

Purpose: Payment of Municipal assessed Storm Water Fees and Taxes for the Department of Roads and General Services and the Department of Environmental Services - 2015

	2015 Storm Water Fees and Taxes	\$950.00
	Rds. and Transportation - General Services - (Separate Check)	
	2015 Storm Water Fees and Taxes	\$3,122.40
	Environmental Services - (Separate Check)	
Amount:	\$4,072.40 - Total to be paid on seperate checks as referenced	
Pay to the Order of	J. T. Smallwood, Tax Collector	
Mailing Address:	Courthouse	
	Room 160	
Check Delivery Code 84		

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

---

Jan-7-2016-28

A RESOLUTION DECLARING THREE UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH COURT AWARDED VEHICLES FOR VEHICLES PURCHASED WITH CONFISCATED FUNDS.

NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the on Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County or Federal Courts to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriffs Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and

WHEREAS, three of these vehicles have exceeded their operability as undercover vehicles.

NOW, THEREFORE BE IT REOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles be declared surplus and that the Jefferson County Sherif be and hereby is authorized to dispose of said vehicles which will be replaced at a later date with vehicles that are awarded by the Courts, or purchased with confiscated funds for undercover enforcement.

1. A076003 (2007 Chevrolet Tahoe)
2. B086030 (2008 Ford F-150)
3. A056023 (2005 Chrysler 300)

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

---

Jan-7-2016-29

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close the roadway at approximately 3852 White Road in the Corner area in order to repair an undercut in the roadway due to flooding beginning Monday, December 28, 2015 and to remain closed until the necessary repairs are made to make the roadway safe for the traveling public.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

---

Jan-7-2016-30

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to

temporarily close Rouse Road until the water level lowers at the dam (located at 8574 Rouse Road) beginning Saturday, December 26, 2015 until such time that repairs can be made to the dam (said repairs are to be completed by the landowner).

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

---

Jan-7-2016-31

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Taylor's Ferry Road between Pine Ridge Road and Kitty Branch near Alliance in order to repair an undercut in the roadway due to flooding) beginning Monday, December 28, 2015 and to remain closed until the necessary repairs are made to make the roadway safe for the traveling public.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

---

Jan-7-2016-32

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 \$3,824,610.46. This agreement allows the COUNTY reimbursement for \$2,683,435.37 in kind costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT proposed Project No. ACIMF-1059(383), 1-59/20 Interchange Modifications at I-65 from West of Arkadelphia Road to East of I-65 in the City of Birmingham.

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

Jan-7-2016-33

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

Z-2015-027 Pump House Land Partners, LLC, owners; Jack Brown, Graham and Company, Agent, requests revisions to existing restrictive covenants and conditions imposed in a previous zoning case (Z-2011-020) to permit construction in accordance with a modified site plan and architectural design. Property zoned C-P (Preferred Commercial) with covenants. Parcel ID#s 28-21-1-002-013.000 and 28-21-1-002-051.000 in Section 21 Twp 18 South Range 2 West. (Case Only: 3291 U.S Highway 280, Birmingham, AL 35243)(CAHABA HEIGHTS)(2.78 Acres M/L)

RESTRICTIVE COVENANTS:

1. the property shall be developed in substantial conformance to the site plan submitted and filed on November 5, 2015 and presented at the November 12, 2015 hearing of the Planning & Zoning Commission Public Hearing; 2. access to the development shall be approved by the Alabama Department of Transportation; 3. the development shall include the enhanced buffer as shown on the site plan submitted and filed on November 5, 2015 and presented at the Public Hearing; 4. the property will be disturbed only to the minimum extent necessary for construction, maintaining as much existing natural vegetation as possible and preserving a natural buffer along the stream; 5. all lighting shall be directed downward onto the property, and there shall be no exterior lighting in back (north face) of the building; and 6. the architectural design of the building shall substantially conform to the rendering submitted [and filed on November 5, 2015 and presented at the Public Hearing] on November 12, 2015, and shall not exceed the height shown.

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

Jan-7-2016-34

WHEREAS, the polling location, Precinct 5040, Lakeside Baptist Church located at 2865 Old Rocky Ridge Road, Birmingham, AL is no longer able to serve as a polling precinct; and

WHEREAS, the Metropolitan Church of God located at 2800 Metropolitan Way, Birmingham, AL 35243 has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Lakeside Baptist Church be relocated to Metropolitan Church of God.

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

Jefferson County Commission

Unusual Demands

1/7/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001003	COMMISSION DIST 3	106020	THE BIRMINGHAM NEWS	THE BIRMINGHAM NEWS SUBSCRIPTION	52.00	139997	2073
TOTAL					52.00		
10001006	COMMISSION SUPPORT	100150	CAWACO RC&D COUNCIL INC	CAWACO RESOURCE CONSERV.&DEV COUNCIL DUES	300.00	140874	2195.
10001006	COMMISSION SUPPORT	101790	NACO	NATIONAL ASSOC. OF COUNTIES MEMBERSHIP DUES	13169.00	140359	2125
TOTAL					16169.00		
10001007	COUNTY MANAGER	100076	AUBURN UNIVERSITY	ACCMA WINTER CONFERENCE REG. PETELOS & BILES	400.00	140008	2079
TOTAL					400.00		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	LOCAL MILEAGE REIMB. AUDITORS CROAA CLASS NOV 4	193.20	138454	1844
10001100	REVENUE	100193	JEFFERSON CO TREASURER	doc#139427 reimb. mileage-auditors	91.43	139427	1976
10001100	REVENUE	100193	JEFFERSON CO TREASURER	DOC#139440 MILEAGE REIMB. AUDITOR 11/25/15	96.60	139440	1978
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. HOOVER LOCATION FOR SUPPLIES-1113012015	206.00	139441	1979
TOTAL					587.23		
10001200	COUNTY ATTY	104733	FREEDOM REPORTING INC	INVOICE 225700 - JEFFCO V. HENDON ENGINEERING	970.45	141153	2241
TOTAL					970.45		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED AN ACCIDENT REPORT J. PHILLIPS	5.00	139481	1985
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF KNOB FOR TILT SKILLET AT BESS JAIL	8.93	140072	20843
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A PANEL MEMBRANE FOR FORESTDALE SUB-STAT	306.15	141214	2257
TOTAL					320.08		
10002500	BD OF REGISTRARS	100101	THE BHAM NEWS	BHAM NEWS RENEWAL SUBSCRIPTION	130.00	140342	2120
TOTAL					130.00		
10004110	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	POSTAGE STAMPS	49.00	139671	2035
TOTAL					49.00		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	WALMART RECEIPT FOR BESSEMER JAIL	111.38	139666	2034
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	LOWES RECEIPTS FOR BESSEMER	25.56	139669	2034
TOTAL					136.94		
10004200	YOUTH DETENTION ADM	100193	JEFFERSON CO TREASURER	Food/misc. Supplies for Residents	486.46	140712	2175
10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Food/Misc. Supplies for Residents-y	486.46	140712	2175
10004210	YOUTH-DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Food/Supplies for Residents CHRISTMAS EVER DAY USE	341.55	141212	2256
TOTAL					828.01		
10006000	HUMAN RESOURCES ADM	100193	JEFFERSON CO TREASURER	;REIMBURSE LISA MAYS FOR TRAVEL TO MUNIS CONF	19.98	137985	1763
TOTAL					19.98		
10006801	FINANCE ADMIN	100193	JEFFERSON CO TREASURER	George Tablack Mileage	102.75	140320	2114
TOTAL					102.75		
21305300	R&T RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	Fire Dues on county property - Redman Hall RD	20.00	140480	2135
21305300	R&T RIGHT OF WAY	132864	PALMERDALE FIRE DISTRICT	FIRE DUES ON CTY PROPERTY-PID#08-01-1-000-003.000	20.00	140538	2135
TOTAL					40.00		
21305400	R&T HIWAY ENG CONS	100193	JEFFERSON CO TREASURER	BATTERIES, AIR FILTERS, TAPE -MEASURE KETONA	103.76	140188	2100
1305400	R&T HIWAY ENGCONS	100193	JEFFERSON CO TREASURER	NUTS &BOLTS, ARBORIST CERTIFICATION RENEWAL	111.00	140603	2148
21305400	R&T HIWAY ENG CONS	100193	JEFFERSON CO TREASURER	SCREWS, NUTS, BOLTS, WASHERS	248.00	140629	2156
TOTAL					462.76		
21305500	R&T HIWAY MAINT	100193	JEFFERSON CO TREASURER	NUTS, SPARK PLUGS, FRAMES, TRASH GRABBERS	125.69	140091	2089
TOTAL					125.69		
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	5 XL RAIN JACKETS, TORCH, TIPS FUEL FOR NAIL GUN	193.97	140005	2077
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	BATTERIES, AIR FILTERS, TAPE MEASURE - KETONA	103.76	140188	2100
21305600	R&T MNT KET	100193	JEFFERSON CO TREASURER	NUTS & BOLTS ARBORIST CERT RENEWAL	111.00	140603	2148
TOTAL					408.73		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	POSTAGE	9.20	140648	2166
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	POSTAGE STAMPS	9.80	140649	2166
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	FUEL	72.95	140651	2166
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	FUEL	20.63	140652	2166
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	CERTIFICATE TRAINING	24.19	140653	2166
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	CDL license fee	30.00	140665	2167
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	vehicle tag transfers	59.00	140668	2167
TOTAL					225.77		
60407100	ESD GENERAL	100193	JEFFERSON CO TREASURER	APELS LICENSE RENEWAL 40401-PE FOR CEDRIC HAYDEN	100.00	140526	2140
60407100	ESD GENERAL ADM	100193	JEFFERSON CO TREASURER	PE LICENSE RENEWAL FOR BRIAN ROHLING	100.00	141014	2223
TOTAL					200.00		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OTTER BOX CALENDAR OPENER LAB ELS BATTERIES	158.98	140634	2159
TOTAL					158.98		
60407250	SEWER LINE MAINT	100913	JEFFERSON CO TREASURER	5 SUBJECT NOTEBOOKS FOR DISPATCHERS	32.94	140533	2143
TOTAL					32.94		
60407250	VILLAGE CREEK LINE	100193	JEFFERSON CO TREASURER	FLAT EXTENSION & FLAT ADAPTER FOR TRAILER LIGHTS	38.85	140528	2141
TOTAL					38.85		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	FENCE POST FOR THE TRAILER PARK IN BESSEMER	37.60	139507	1999
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	REPAIRED SPEAKER CONNECTORS FOR TRUCK #D133105	75.00	140631	2155
TOTAL					112.60		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	sample bottles for lab	140.00	139598	2020
TOTAL					140.00		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	CERTIFICATE RENEWAL, COFFEE,	116.43	139875	2062
60407302	FIVE MILE CREEK WWTP ;	100193	JEFFERSON CO TREASURER	Sludge Measuring Stick for Clarifiers	317.20	140639	2161
TOTAL					433.63		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Vacuum cleaner for admin building	48.84	139952	2068
TOTAL					48.84		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	sheet metal for shower installation	10.00	139553	2010
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	112 copper tube straps for shower repair	2.21	139557	2015
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	sealant fo shower repair	7.48	139559	2013
TOTAL					19.69		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Req by C Garner recovery of stolen truck saw blade	773.07	139594	2019
TOTAL					773.07		
60407307	VILLAGE-CREEK WWTP	100193	JEFFERSON CO TREASURER	Belts/Pulleys	6.41	1138593	1861
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Keys made for Jefferson County Truck B013117	130.00	140722	2176
TOTAL					136.41		
60407320	FIVE MILE WWTP MAINT	100193	-JEFFERSON CO TREASURER	Power inverter, Pipe components, SAWA,;	181.13	139859	2058
TOTAL					181.13		
60407323	WWTP ELECTRICAL MAIN	100193	JEFFERSON CO TREASURER	USB CABLE;FUSES;SHEET METAL	214.50	140625	2150
TOTAL					214.50		
70101725	PERSONNEL BD INFO SERV	103689	AYLA RUSSELL	Tuition Reimbursement -Ayla Russell	742.50	140088	2087
TOTAL					742.50		
70101750	PERSONNEL BD TESTING	131775	JOSEPH GOODEN	Assessor Reimbursement - Joseph Gooden	265.00	140731	2177
70101750	PERSONNEL BD TESTING	133082	TERRY-STAYER	Assessor Reimbursement-Terry Stayer	175.00	140733	2177

70101750	PERSONNEL BD TESTING	133584	HAROLD ROCHON	Assessor Reimbursement- Harold	142.25	140732	2177
70101750	PERSONNEL BD TESTING	133585	RANDY SZUKALA	Assessor Reimbursement - Randy Szukala	271.70	140734	2177
TOTAL					853.95		
70101760	PERSONNEL BD WKFC DV & TOTAL	132438	TERRIA MCDONALD	Travel reimbursement-Mobile Career- TERRIA MCDONALD	108.29	140751	2178
70204500	EMA	100548	CITY OF VESTAVIA HILLS	PAYMENT FOR GRANT PURCHASE	295.00	136666	1493
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAY FOR HOMEWOOD--ADAM ASHWORH & Daniel Lange	590.00	137282	1614
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT TO ALABAMA FIRE for grant purchase	590.00	139385	1968
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR GRANT TRAINING - SEN	1950.00	139428	1977
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT TO ALABAMA FIRE COLLEGE FOR GRAN	3900.00	139430	1977
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR TRAINING	1950.00	139434	1977
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR TRAINING	1950.00	139436	1977
70204500	EMA	120923	ALABAMA FIRE COLLEGE	PAYMENT FOR TRAINING	1950.00	139439	1977
70204500	EMA	131380	RAY ALLEN MFG., LLC	PAYMENT FOR LET PURCHASE	119.48	139383	1966
GRAND TOTAL					\$ 39,004.71		

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

Jan-7-2016-35

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

FOR WEEK OF 12/8/15 - 12/14/15

1. THERE ARE NO PURCHASING ITEMS TO REPORT.

FOR WEEK OF 12/15/15 - 12/21/15

- COMMUNITY AND ECONOMIC DEVELOPMENT FROM CORINTH CO., BIRMINGHAM, AL TO AWARD BID FOR DEMOLITION SERVICES AT VARIOUS LOCATIONS ON AN AS NEEDED BASIS FOR THE PERIOD OF 01/07/16 – 01/06/17. TO BE PURCHASED AS NEEDED. REFERENCE BID # 12 – 16
- JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM HHH SANITATION INC., BIRMINGHAM, AL TO AWARD BID FOR TOILET RENTAL, PORTABLE ON AN AS NEEDED BASIS FOR THE PERIOD OF 01/07/16 – 01/06/17. REFERENCE BID # 14 - 16

FOR WEEK OF 12/22/15 - 12/28/15

- COMMUNITY AND ECONOMIC DEVELOPMENT FROM JONES VALLEY, PINSON, AL TO AWARD BID FOR DEMOLITION SERVICES – II FOR VARIOUS LOCATIONS ON AN AS NEEDED BASIS FOR THE PERIOD OF 01/07/16 – 01/06/17. REFERENCE BID # 19 – 16

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

Jan-7-2016-36

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/8/15 - 12/14/15, 12/15/15 - 12/21/15 and 12/22/15 - 12/28/15, BE AND HEREBY IS APPROVED.

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

#### STAFF DEVELOPMENT

Individual Staff Development

Board of Equalization

Eric Wolf

\$920.37

Advanced Appraisal Concept

Montgomery, AL – December 7-11, 2015

Commission - District 4

Zach Brooks ACCMA Winter Conference Auburn, AL – January 27-29, 2016	\$652.74
Cooper Green Mercy Health Services Ann E Heard American Association of Diabetes Association New Orleans, LA – August 4-7, 2015	\$1,521.06
Enos Ngetich AANP Conference New Orleans, LA – June 8-14, 2015	\$2,415.83
Finance George Tablack Bond Buyer National Conference New York, NY – January 25-26, 2016	\$1,347.39
Office of Senior Citizen Services Janice Williams Respite Education Opelika, AL – June 11-12, 2014	\$179.27
Janice Williams Annual Aging Conference Hoover, AL – April 8-10, 2015	\$162.00
Dedra Lewis Alabama Association of Regional Councils Orange Beach, AL – October 26-29, 2014	\$1,091.44
Dedra Lewis Alabama Gerontological Society Birmingham, AL – April 8-10, 2015	\$162.00
Ann Heard Elder Nutrition Montgomery, AL – March 20-21, 2014	\$238.97
Tax Assessor - Birmingham Henri Anthony Intermediate Mapping Auburn, AL – January 19-22, 2016	\$945.01
For Information Only	
Sheriff's Office Gary Gilliland Explosive Handlers Byhalia, MS – January 10-16, 2016	\$2,043.70
Howard Smith Interview and Interrogation Seminar Memphis, TN – February 15-18, 2016	\$1,165.67
Kyomi Coleman UAH Career Fair Huntsville, AL – January 28, 2016	\$200.00
Nathan Nichols Traffic Accident Reconstruction Level 5 Forsyth, GA – December 6-11, 2015	\$895.50

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

---

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Crossroads to Intervention, Inc. to use public funds in the amount of \$10,000 to provide an 8 week course in anger management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client; and management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Crossroads to Intervention, Inc. ("Crossroads"), applied for a grant of funds for \$10,000.00; and

WHEREAS, Crossroads is a 501(c)(3) organization which seeks to provide an 8 week course in anger management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client; and management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client.

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

1. The term of this Agreement shall begin upon execution and end on February 1, 2016.
2. The County shall pay to Crossroads a lump sum payment of \$10,000.00 upon execution of this agreement.
3. Crossroads shall use public funds to provide an 8 week course in anger management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client; and management to citizens of Jefferson County who are ages 12 - 20, or deemed indigent by the courts, at a cost of \$300.00 per client.
4. Crossroads shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.
5. Crossroads shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Crossroads, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Crossroads representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Crossroads representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Crossroads, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Crossroads shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CROSSROADS TO INTERVENTION, INC.

Tawanna Morton, Director

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



WHEREAS, a Murals Committee has been established to review, evaluate and make recommendations regarding the existing condition and current state of the John Warner Norton Murals (hereinafter "the Murals") in the Jefferson County Courthouse; and

WHEREAS, an expert is needed to physically study, examine and analyze the Murals and to prepare a written report with recommendations as to the existing condition and current state of preservation, the viability of cleaning and the possibility of removal, storage and remounting of the canvases; and

WHEREAS, Larry Shutts with the Atlanta Art Conservation Center has been recommended by the Murals Committee to perform such on site evaluation and prepare a written report and recommended treatment of the murals; and

WHEREAS, the Commission desires to engage Mr. Shutts to review the Murals and make recommendations.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is authorized to enter into an Agreement with the Atlanta Art Conservation Center in the amount of Two Thousand Eight Hundred Thirty and no/100 (\$2,830.00) Dollars, to perform the above services, contingent upon such Agreement being approved by the County's contract review process, including review by Human Resources and the Receiver; said funding for such Agreement will be paid from the BP settlement funds.

Atlanta Art Conservation Center

Artist: John Warner Norton

Conservator: Larry Shutts.

Title: Jefferson County Courthouse Murals

Date: December 15, 2015

On Site Consultation Proposal

The following estimate is for travel, on site examination and preparation of a written Report of Examination and Recommended Treatment Proposal for the John Warner Norton Murals at the Jefferson County Courthouse in Birmingham, Alabama. The Report of Examination and Recommended Treatment Proposals) will include the results of on-site testing/observations of the existing condition and current state of preservation of the murals, viability of cleaning, and the possibility removal of the canvas from the solid substrate and subsequent storage/remounting options. Several treatment options may be available depending on these findings and conversely many options may be eliminated. The Proposals) will include step-by-step treatment procedures for each feasible option and the estimated costs, in hours and materials, associated to perform these operations. The Client is to provide access to the Murals and electricity during normal business hours for an approximate time period of one to two hours. A ladder for access to the murals will be transported to the site by the conservator. This proposal also includes costs for a return visit for in person consultation purposes.

Cost Estimate:

Labor: Travel time, exam, reports	10 hours @ \$130.00/hour	\$1300.00
Travel costs: Mileage and per-diem		\$ 245.00
Labor: Return trip consultation	8 hours @ \$130.00/hour	\$1040.00
Travel Costs: Mileage and per-diem		<u>\$ 245.00</u>
Total Cost		\$2830.00

To authorize treatment please sign and date the reverse of this form. Rates are effective through June 30, 2016

Conditions of Acceptance of Proposal for Treatment:

1. Authority : The Owner requests and authorizes the Atlanta Art Conservation Center, a division of the Williamstown Art Conservation Center, Inc. (the "Center") to perform the treatment of your art object(s) in the manner and on the terms and conditions set forth in this "Examination and Proposal for Treatment" (the "Contract"). In addition to the treatment described in this Contract, the Center may also prepare transcripts of records of examination and treatment reports and opinions for the object(s) the Owner submits to the Center (the "Services").
2. Emergency Treatment: The Owner understands that treatment is subject to variables and unforeseen treatment needs. While the Center will endeavor to contact the Owner and obtain the Owner's permission before performing emergency treatment not otherwise set forth herein, there are some circumstances and occasions when the Center, in the process of performing the treatment described in this Contract, may deem it critical to perform additional treatment without delay to avoid or prevent damage to your art object. The owner hereby authorizes the Center, in its sole and absolute discretion, in those circumstances when it deems it critical to perform such additional treatment without delay, to perform such emergency treatment at the expense of the Owner.
3. Ownership: The Owner represents, warrants and certifies that the Owner is the lawful owner of the object(s) described on the reverse side of this Contract and has full authority to make this request for treatment from the Center and any subsequent work agreed to by the Owner on the terms and conditions hereof; or, if the undersigned is not the Owner, then the undersigned has been duly authorized by the Owner to enter into this agreement and is signing on behalf of the Owner ("Designee"), all as set forth on a separate Power of Attorney given by the Owner to its Designee , or on another document signed by the Owner and duly authenticated granting authority for the Center to perform the

Services set forth on the reverse side of this Contract, all as satisfactory to the Center.

4. Assumption of Risk: The Owner understands that the treatment of art objects is subject to high risk and that the Center cannot predict or guarantee the success or effectiveness of any treatment, and the Owner specifically assumes any risk of loss or damage resulting from such treatments, unless such loss or damage was the result of the gross negligence or wanton and willful misconduct of the Center.

5. Liability: Release and Indemnity Provisions: The Owner agrees that neither the Center nor the Clark Art Institute, their representatives, employees, servants, agents, officers, trustees and assigns, shall be liable or responsible for any losses, claims, causes of action, actions, suits of whatever nature, damages, judgments and expenses (including without limitation attorneys fees and expenses) relating to or arising out of the Center's services for such objects, except in the event of the gross negligence, or wanton and willful misconduct of the Center. The Owner expressly releases, discharges and agrees to indemnify and hold harmless the Center and the Clark Art Institute, and their representatives, employees, servants, agents, trustees, officers and assigns from any and all losses, claims, causes of action, actions, suits of whatever nature, damages, judgments and expenses (including without limitation attorneys' fees and expenses) which may be related to or arise out of the Owner's objects or the Center's Services, except in the event of the gross negligence, or wanton and willful misconduct of the Center.

6. Limited Insurance: We encourage the Owner to secure their own insurance coverage for the objects submitted to the Center. For objects in the Center's possession, insurance coverage is limited. If there is no agreed value set forth on the reverse side of this Contract by the Owner, then the Center's insurance coverage for the object(s) is limited to the cost of any restoration, including depreciation or replacement, but not exceeding the Center's available coverage then in effect. If there is an agreed value set forth, then that value will form the basis of the valuation for insurance coverage purposes.

7. Liability: Transcripts, Reports and Opinions: If the Owner requests transcripts of records of examination and treatment, reports and opinions concerning objects submitted to the Center by the owner, then the Owner expressly releases, discharges and agrees to indemnify and hold harmless the Center and the Clark Art Institute, and their representatives, employees, servants, agents, trustees, officers and assigns from any and all loss, claims, causes of action, actions, suits of whatever nature, damages, judgments and expenses (including without limitation attorneys fees and expenses) which may be related to or arise out of the release of transcripts, reports and opinions, except in the event of the gross negligence, or wanton and willful misconduct of the Center.

8. Use Limitation: Transcripts, Reports and Opinions: The Owner hereby grants permission for the records of examination and treatment to be used by the Center for educational and scholarly purposes, but for no other purposes. If the owner wishes additional copies of such records then will be furnished on request, but only at the Owner's sole expense.

9. Release: Objects will be released only to the Owner; or its Designee.

10. Special Conditions: In the event of danger arising from natural disturbances, or as a result of prevailing conditions including a threat for military violence, the Center, for the objects listed on the face of this Contract will be free to determine the course to be followed for these objects and storing them, and any such determination will be final and will not subject the Center, the Clark Art Institute, High Museum of Art or their agents, officers, trustees, or employees to any liability whatsoever.

11. Successor Provisions: The provisions of this Contract are binding upon the Owner, its Designee, its legal representatives and assigns.

12. The Owner must claim the object(s) within one year of the Center's completion of its work, or the objects may be disposed of or sold for payments not made hereunder.

13. Applicable Law: This agreement will be construed in accordance with Georgia Law, and may only be changed or amended by the written agreement of both parties. If any one or more provision hereof is deemed invalid or unenforceable, then all other provisions will remain in full force and effect.

#### PAYMENT TERMS

Please acknowledge your agreement to the terms and conditions herein, by signing below, and returning this Contract to the Center. You will be billed for the cost upon completion of the consultation. Payment will then be due to the Center within thirty (30) days of the date of the invoice, or upon delivery of the completed object, whichever comes first. Objects of art will not be released until payment in full is received. If you do not wish to proceed with treatment, please contact the Center (404-733-4589) to arrange for payment of the examination fee and any other work performed to date, and for the return of your object.

James A. Stephens, President - Jefferson County Commission

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

---

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the

Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Brown that an Executive Session be convened. Voting "Aye" Knight, Brown, 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, January 21, 2016.

---

President

ATTEST

---

Minute Clerk