

STATE OF ALABAMA)

JEFFERSON COUNTY) April 23, 2015

The Commission convened in regular session at the Bessemer Courthouse at 9:01 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 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of April 9, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman and Stephens.

The Commission met in Work Session on April 21, 2015, and approved the following items to be placed on the April 23, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 9.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 13 and Addendum Items 1 - 5.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee - no items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 21 and one additional item.

Apr-23-2015-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement and Customer Order between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Carefusion Solutions, LLC for the purchase of a Pyxis medication dispensing cabinet and support for a period of sixty (60) months in the amount of \$139,280, plus support fee of \$896.

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

Apr-23-2015-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Annual House Staff Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and University Hospital/UAB Health System for Part I - Approved Distribution of Residents by Specialty and Postgraduate Year and Part II - Basic Annual Cost for Residents - University Hospital for training of UAB Residents at CGMHS in the total amount of \$281,842 for the period July 1, 2014 - June 30, 2015.

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

Apr-23-2015-332

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, the University of Alabama Health Services Foundation,

P.C. and The University of Alabama Ophthalmology Services Foundation to provide physician staffing for the period February 1, 2015 - January 31, 2016 in the amount of \$1,000,000. (Addendums on file in the Minute Clerk's Office)

MASTER AGREEMENT

JEFFERSON COUNTY COMMISSION, d/b/a COOPER GREEN MERCY

PHYSICIAN STAFFING AGREEMENT

This Master Agreement is made and entered into as of the day of 2015 by and between Jefferson County Commission, d/b/a Cooper Green Mercy ("Contractor"), the University of Alabama Health Services Foundation, P.C. ("UAHSF") and The University of Alabama Ophthalmology Services Foundation ("OSF") (UAHSF and OSF are together herein referred to as "Provider") ("Contractor" and "Provider" are together herein referred to as the "Parties").

RECITALS:

WHEREAS, Contractor owns and operates Cooper Green Mercy Health Services for and on behalf of the citizens of Jefferson County; WHEREAS, Contractor desires to ensure physician coverage at its owned and operated Cooper Green Mercy Health Services; WHEREAS, the mission of Contractor is to arrange for the finest health services in an environment that fosters excellence in medical education;

WHEREAS, Providers are not for profit professional corporations which are organized, among other things, to coordinate and develop superior patient care in a group practice setting within the academic teaching environment of the Medical Center of the University of Alabama at Birmingham, and to conduct the practice of medicine and surgery and allied services, and to cant' on programs of public charity;

WHEREAS, in order to further its mission and to provide quality care to its patients and the community, Contractor has throughout the years contracted or subcontracted with Provider to provide a variety of services by physicians employed thereby;

WHEREAS, Contractor desires to renew and expand its relationship with Provider so that it can continue to fulfill its charitable mission by providing the community access to quality and continuity of care;

WHEREAS, the Parties hereto intend to conduct their activities consistent with federal and state laws and regulations and desire to set forth in one agreement all arrangements whereby Provider provides clinical and diagnostic services to Contractor; and

WHEREAS, it is the intent of the Parties that all compensation payable under this Master Agreement shall be fair and reasonable and shall represent fair market value for services rendered or to be rendered.

NOW, THEREFORE, for and in consideration of the promises and mutual rights and obligations of the Parties set forth herein, the Parties hereto agree as follows:

ARTICLE 1

GENERAL PROVISIONS

Section 1.1 Purpose; Applicability. This Master Agreement is intended to govern all of the arrangements for physician and professional services delivered at Contractor's Cooper Green Mercy, for which Contractor in turn compensates Provider. Specific service arrangements shall be set forth in Addenda to this Master Agreement. Except as otherwise specifically provided in an Addendum, the terms of this Master Agreement shall apply to the service arrangements described therein.

Section 1.2 Execution of Addenda.

(a) This Master Agreement and any of its Addenda does not cover services provided to beneficiaries at UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic of UAB Hospital, The Kirklin Clinic at Acton Road, Callahan Eye Hospital and other clinics of Hospitals and Foundations which are covered by separate arrangement.

(b) This Master Agreement does not cover services or obligations set forth in the Preferred Provider Agreement by and between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) and The Jefferson County Commission d/b/a Cooper Green Mercy Hospital (County).

(c) The termination of the Master Agreement shall not be deemed to be a breach thereof, and there shall be no penalties for early termination. Nevertheless, all continuing covenants, duties and obligations set forth therein shall survive the termination.

Additional Addenda to this Master Agreement may be executed

subsequent to the Effective Date and shall have the effective dates and terms described therein. Such additional Addenda shall be incorporated by reference into this Master Agreement and shall be governed by this Master Agreement in the manner described in Section 1.1 hereof.

Section 1.3 Professional Conduct and Standards. Provider hereby covenants that, at all times during the term of this Master Agreement, it will require its physicians and other employees performing services hereunder to conduct their activities in a competent professional manner in accordance with (a) all applicable federal, state and local laws, rules and regulations, (b) all applicable requirements and standards of The Joint Commission and any other relevant accrediting organization, (c) the ethical standards of the American Medical Association, (d) the policies, practices, rules and regulations established from time to time by Contractor, including its compliance plans, (e) the bylaws, rules and regulations of Contractor, and (f) all applicable national standards of care. Provider shall assure that all Physicians and other employees

performing services hereunder provide legible, accurate and complete medical records in accordance with Contractor medical staff bylaws, rules and regulations. Provider shall require all Physicians and other employees performing services hereunder to act in good faith to assist Contractor in performing its mission and in meeting all standards for achieving and maintaining accreditation by The Joint Commission. Provider further covenants that neither Provider nor any Physician nor other Provider employee providing services hereunder will discriminate on the basis of race, color, sex, age, religion, national origin, handicap, ability to pay, or source of payment in providing services under this Master Agreement.

Section 1.4 Timely Replacement of Physicians. Provider hereby covenants that, in the event that any physician or other employees performing services under this Master Agreement or an Addendum is no longer an employee of Provider or whom the Parties have determined is unacceptable for Contractor, Provider shall use its best efforts, in a timely manner, to provide a suitable substitute who is acceptable to Contractor.

Section 1.5 Payment of Compensation. Unless otherwise directed in writing by Provider, all payments of compensation due from Contractor under this Master Agreement shall be made to Provider with the specific terms set forth in each Addendum. Provider shall submit to Contractor appropriate time sheets or documentation as agreed to by the Parties for purpose of invoicing for payment for physicians assigned to Cooper Green Mercy.

Section 1.6 Engazement of UAB School of Medicine Residents. Pursuant to the Education Affiliation Agreement between Jefferson County Commission d/b/a Cooper Green Mercy Health Services, and the Board of Trustees of the University of Alabama for and on behalf of the University of Alabama School of Medicine and the University of Alabama Hospital, residents may participate in the care and treatment of patients presenting to Cooper Green Mercy in conjunction with each of the Addenda added hereto and assume progressively increasing responsibility according to their level of education, ability, and experience with faculty supervision readily available to residents. The level of responsibility accorded to each resident must be determined by Physicians who are appointed as faculty by the UAB School of Medicine ("UAB SOM").

Section 1.7 Representations and Warranties of Provider. Provider hereby represents, warrants and covenants to and with Contractor, which representations, warranties and covenants shall be true and correct upon execution of this Master Agreement and any Addenda hereto, and which representations, warranties and covenants shall be continuing throughout the term of this Master Agreement, as follows:

- (a) to the Provider's knowledge, Provider is not bound by any agreement or arrangement which would preclude it or its physicians from entering into, or fully performing the services required under this Master Agreement;
- (b) all physicians performing services hereunder are full-time employees of Provider, have bona fide faculty appointments in the UAB SOM;
- (c) to the Provider's knowledge, all physicians performing services hereunder are licensed to practice medicine and prescribe controlled substances in the State of Alabama, and no such physician has ever had his or her license to practice medicine or prescribe controlled substances denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- (d) to the Provider's knowledge, no Physician performing services hereunder has had his or her medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- (e) to the Provider's knowledge, all professionals performing services hereunder who are not physicians are, and shall during the term of the applicable Addendum remain, licensed to practice their profession in Alabama by the applicable professional board, in good standing without restrictions of any kind, and no such person has ever been disciplined in any way by any hospital, licensing board or professional society;
- (f) to the Provider's knowledge, neither Provider nor any of the physicians or other persons performing services hereunder has been suspended, excluded, barred, sanctioned or penalized under any state or federal program;
- (g) to the Provider's knowledge, none of the physicians or other persons performing services hereunder has been convicted of a state or federal offense, including, without limitation, one involving health care, but excluding misdemeanor traffic violations;
- (h) to the Provider's knowledge, no physician or other professional performing services hereunder has been found by any state or federal authority or agency, or by any board or group having the right to pass upon the professional conduct of person, to have engaged in unethical or unprofessional conduct;
- (i) to the Provider's knowledge, all physicians have, and shall maintain through the term of this Agreement, unrestricted licenses to practice medicine in the State of Alabama, active staff privileges in good standing at Contractor with privileges necessary to perform their duties hereunder, and shall participate as providers in good standing in the Medicare and Medicaid programs.

Section 1.8 Representations and Warranties of Contractor. Contractor hereby represents, warrants and covenants to and with Provider, which representations, warranties and covenants shall be true and correct upon execution of this Master Agreement and any Addenda hereto, and which representations, warranties and covenants shall continue throughout the term of this Master Agreement, as follows:

- (a) to the Contractor's knowledge, Contractor is not bound by an agreement or an arrangement which would preclude it from entering into or fully performing under this Master Agreement; and
- (b) Contractor shall provide and maintain such facilities, equipment, supplies and staff personnel for the operation of Cooper Green Mercy.

All staff personnel working at Cooper Green Mercy shall be Contractor employees or employees hired pursuant to direct contract with Contractor with another vendor. Contractor and Provider shall work together to ensure that physicians have appropriate facilities, equipment, supplies and staff personnel for care and treatment of patients presenting to Cooper Green Mercy, including but not limited to advanced practitioners such as nurse practitioners and physicians assistants.

Section 1.9 Malpractice Insurance. At all times during the term of this Agreement, Provider shall maintain professional liability self-insurance on Provider and each Provider physician, covering each of their acts and omissions in performing services under this Agreement in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, all of which coverage shall be on an occurrence basis. Provider hereby represents and warrants that it is self-insured for professional liability coverage and has sufficient reserves and reinsurance to provide the coverage required hereunder. Provider shall provide a certificate evidencing such coverage to Contractor. Contractor shall maintain professional liability insurance or self-insurance on Cooper Green Mercy personnel providing services in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Parties recognize that it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party, and each party agrees to notify the other of such events and to cooperate with the other in investigation and/or processing of such incidents and/or claims. The provisions of this Section 1.9 shall survive the expiration or any termination of this Agreement.

ARTICLE 2

TERM AND TERMINATION

Section 2.1 Term. Subject to the termination provisions of Section 2.2 below, this Master Agreement shall have a term beginning February 1, 2015 and ending January 31, 2016. Any Addendum may have a different term, which shall be set forth therein.

Section 2.2 Termination of Master Agreement.

(a) Either party may terminate this Master Agreement (which includes all Addenda then in effect) without cause by giving the other party thirty (30) days prior written notice of termination; provided, however, this Master Agreement may not be terminated without cause while an Addendum is still in effect unless such Addendum could otherwise be terminated in accordance with its provisions.

(b) Either party may terminate this Master Agreement (which includes all Addenda then in effect) upon breach by the other party of any material provision of this Master Agreement, provided such breach continues for ninety (90) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

(c) Either party may terminate this Master Agreement (which includes all Addenda then in effect) immediately upon written notice to the other upon the occurrence of any of the following events: (i) failure of a party to comply with the provisions of Article 3 hereof; (ii) the inability of a party to pay its obligations when due, or general assignment by a party for the benefit of creditors.

This Master Agreement (which includes all Addenda) shall automatically terminate in the event that either Provider or Contractor is excluded or barred from Medicare, Medicaid or any other federal health care program.

Section 2.3 Termination of an Addendum. Either party may terminate an Addendum without cause by giving the other party thirty (30) days prior written notice of termination.

ARTICLE 3

PROPRIETARY AND CONFIDENTIAL INFORMATION

Section 3.1 Confidential Information of Contractor. Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing the services hereunder, Provider and the persons performing services hereunder will have access to certain information of Contractor that is confidential and constitutes valuable, special and unique property of Contractor. Provider hereby covenants that neither Provider nor any physician or other Provider employee shall at any time, either during or subsequent to the term of this Agreement, without prior written consent of Contractor, disclose to others, use, copy or permit to be copied or used, except pursuant to their duties for or on behalf of Contractor, any trade secrets or other confidential information of Contractor, including, without limitation, information with respect to the names, whereabouts and needs of patients of Contractor, costs, prices, marketing plans, and treatment methods and protocols at any time used, developed, or made by or for Contractor.

Section 3.2 Medical Records. All medical records pertaining to services rendered to patients hereunder, including all patient lists, case records and histories, Xray and other films or images, physician-patient notes, reports, interpretations, consultations and other related information, shall be the sole property of Contractor; provided, however, that Provider and its physicians shall have access to such records for the purpose of rendering services hereunder and providing services hereunder. Provider recognizes and acknowledges that by virtue of entering into this Master Agreement, Provider and the persons performing services hereunder will have access to certain confidential patient information. Provider hereby covenants that neither Provider nor any physician or other Provider employee shall at any time, either during or subsequent to the term of this Agreement, without prior written consent of Contractor or pursuant to a written policy of Contractor, disclose to others, use, copy or permit to be copied or used, any patient or medical record information regarding Contractor patients.

Section 3.3 Compliance with Laws Regarding Privacy and Security. Provider and the physicians and other Provider employees

providing services pursuant to this Master Agreement shall comply with all federal and state laws, privileges and regulations and all rules, regulations and policies of Contractor regarding the confidentiality of patient information, including Contractor compliance plan and policies to maintain the confidentiality of Protected Health Information. Contractor and Provider shall enter into a mutually acceptable Business Associate Agreement with respect to the duties of Provider and its employees in using and disclosing Protected Health Information of Contractor and its patients.

Section 3.4 Duty to Cooperate. The Parties recognize that it is necessary for each party to have access to information for specific incidents which may give rise to or have given rise to a claim being filed against either party, and each party agrees to notify the other of such events and to cooperate with the other in investigation and processing of such incidents or claims. Provider shall notify Contractor immediately in the event Provider or any physician or other employee of Provider receives a demand for testimony, records or other information related to professional services rendered by a physician under this Master Agreement and shall coordinate with Contractor in any response thereto. In the event of litigation brought by a patient against Provider or any physician, Provider shall have the right, at its expense, to copy relevant portions of the medical record of the plaintiff, provided that such access is permitted by laws governing the privacy of medical records. All rights and duties of either party to have access to medical records shall be subject to any policies or procedures required by Contractor to comply with laws regulating privacy of medical information.

Section 3.5 Survival of Obligations. The provisions of this Article 3 shall survive the expiration or termination of this Master Agreement or any Addendum.

ARTICLE 4 COMPLIANCE WITH LAW

Section 4.1 Referrals. The Parties acknowledge that none of the benefits granted hereunder is conditioned on any requirement that Provider or the physicians make referrals to or otherwise generate business for Contractor. The Parties further acknowledge that physicians are not restricted from establishing staff privileges at, referring any services to, or otherwise generating any other business for Contractor or for any other entity of their choosing.

Section 4.2 Changes to Comply with Law. It is expressly understood that the Parties intend that this Master Agreement shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities. Accordingly, the Parties agree to renegotiate, in good faith, any term, condition or provision of this Master Agreement or any Addendum that any applicable governmental or regulatory authority, or counsel for either party hereto, determines to be in contravention of any law, regulation or agency interpretation thereof. In conducting the negotiations, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they are not able to reach a mutually acceptable solution within thirty (30) days of the date on which a party notifies the other in writing of the need for negotiation, then the party providing such notice may terminate that portion of the Master Agreement giving rise to such concern or, if applicable, the entire Master Agreement, all on five (5) days written notice. Contractor may withhold any payments it in good faith believes violate the applicable law, regulation or agency interpretation thereof. Further, to the extent that any law, regulation or interpretation thereof makes any provision of this Master Agreement or an Addendum not permissible, such provision shall be automatically amended so as to comply with such law, regulation or interpretation while maintaining to the extent practicable the intended effect of such provision.

Section 4.3 Access to Records. As an independent contractor, in accordance with 42 U.S.C. § 1395x(v)(1)(1) and 42 C.F.R. Part 420, Subpart D § 420.300 et. seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, Provider shall allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Provider's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. Provider shall not provide services hereunder through a subcontractor.

Section 4.4 Severability. Subject to Section 4.4 hereof, if any provision of this Master Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Master Agreement or the application of such provision to any other person or circumstances, all of which other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Master Agreement is susceptible to two or more constructions, one of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

Section 4.5 No Waiver. No waiver of a breach of any provision of this Master Agreement shall be construed to be a waiver of any breach of any other provision, or a continuing or repeated breach of the same provision.

Section 4.6 Governing Law. The Parties agree that this Master Agreement has been voluntarily entered into by each of them, It shall be construed and governed in accordance with the laws of the State of Alabama.

Section 4.7 Nonbinding Mediation. If a dispute arises out of or relates to this Agreement or any of its Addenda, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by nonbinding mediation

Section 4.8 Captions. The captions contained in this Master Agreement are for convenience only and shall in no manner be construed as part of this Master Agreement.

Section 4.9 Assignment; Binding Effect. Neither party shall assign or transfer, in whole or in part, this Master Agreement or any of their rights, duties or obligations under this Master Agreement without the prior written consent of the other party, and any assignment or transfer made without such consent shall be null and void; provided, however, that Contractor may assign this Master Agreement without consent to any corporation controlling, controlled by, or under common control with Contractor. Subject to such limitation on assignment, the provisions of this Master Agreement shall be binding upon and inure to the benefit of both Contractor and Provider and their respective successors and permitted assigns.

Section 4.10 Third Party Beneficiaries. There are no third party beneficiaries to this Master Agreement.

Section 4.11 Interpretation. This Master Agreement has been negotiated at arm's length by both Parties, and its terms shall not be construed against or interpreted to the disadvantage of either party by reason of such party having or being deemed to have structured or dictated such provision.

Section 4.12 Entire Agreement. This Master Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 4.13 Amendments. This Master Agreement may only be amended by a writing duly executed by both Parties hereto. Additional Addenda executed after the date this Master Agreement is executed shall be incorporated by reference into this Master Agreement and shall become a part of this Master Agreement upon execution thereof.

Section 4.14 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 4.15 Force Majeure. Neither party shall be liable to the other for failure to perform any of the services required herein in the event of strikes, lockouts, calamities, acts of God, unavailability of supplies or other events over which the affected party has no control, for so long as such event continues and for a reasonable period of time thereafter.

Section 4.16 Further Assurances. The Parties agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Master Agreement and any Addendum.

Section 4.17 Integration of Addenda. Exhibits and Schedules Thereto. All Addenda and schedules or exhibits to this Master Agreement are hereby incorporated by reference and are made integral parts of this Master Agreement as if fully set forth herein.

ARTICLE 5

MISCELLANEOUS

Section 5.1 Independent Contractors. In performing the services herein specified, Provider, the physicians and other Provider employees are acting as independent contractors to Contractor, and neither the physician nor Provider nor any of their staff are employees or agents of Contractor. Nothing contained in this Agreement shall be construed to create a partnership or a joint venture between or among Contractor, Provider, or a physician, or to authorize any of them to act as a general or special agent of the other party in any respect. The Parties and any of their employees shall be liable for their own debts, obligations, acts and omissions. Contractor will not withhold income tax or Social Security tax on behalf of Provider, a physician or any Provider employee, subcontractor, or agent. In addition, none of the foregoing will have any claim under this Master Agreement or otherwise against Contractor for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind.

Section 5.2 Practice of Medicine. It is agreed and acknowledged by the Parties that, as independent contractors, nothing in this Master Agreement shall be interpreted as limiting or restricting the right of physicians to engage in the practice of medicine, subject to appropriate laws, regulations and reasonable policies and procedures of Contractor. Contractor shall neither have nor exercise any control over the professional medical judgment or methods of clinical practice of Physicians in the performance of medical services under this Master Agreement.

Section 5.3 Notices. All notices hereunder by either party to the other shall be in writing and shall be deemed to have been properly given when delivered personally or on the third business day following the day on which such notice is sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to UAHSF:

University of Alabama Health Services Foundation, P.C.
500 22nd Street South, Suite 504
Birmingham, Alabama 35233
Attention: General Counsel

with a copy to:

University of Alabama Health Services Foundation, P.C.

500 22nd Street South, Suite 502
Birmingham, Alabama 35233
Attention: Patricia Pritchett, Executive Vice President
UAB Health System Managed Care
500 22nd Street South, Suite 506
Birmingham, Alabama 35233
Attention: Jane Yoakum, Contracting Manager

If to OSF:

Ophthalmology Services Foundation, P.C.
1720 University Blvd.
Birmingham, Alabama 35233
Attention: Brian Spraberry with a copy to:
Ophthalmology Services Foundation
1720 University Blvd.
Birmingham, Alabama 35233
Attention: Christopher A. Girkin, MD, MSPH

If to Contractor:

County Manager
716 Richard Arrington Jr. Blvd. N - Room 251
Birmingham, AL 35203
Attention: Tony Petelos, Walter Jackson

with a copy to:

Cooper Green Mercy Health Services
1515 6th Avenue South
Birmingham, AL 35233
Attention: William Smith
UAB Health System - Managed Care
500 22nd Street South, Suite 506
Birmingham, Alabama 35233
Attention: Jane Yoakum, Contracting Manager

or to such other persons or places as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement and the attached Addenda for Cardiology, Neurology, Rheumatology, ENT, Nephrology, Dermatology, Urology, Ophthalmology and such other services as may be added from time to time hereto on the dates indicated.

JEFFERSON COUNTY COMMISSION, D/B/A COOPER GREEN MERCY

James A. Stephens, President

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Patricia Pritchett, Executive Vice President

THE UNIVERSITY OF ALABAMA OPHTHALMOLOGY SERVICES FOUNDATION

Christopher Girkin, MD, President

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

Apr-23-2015-333

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C. to provide in-patient healthcare services for FY2014-2015 in the amount of \$12,000,000.

2014-2015 PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) 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 are acute care hospitals, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation of Healthcare Organizations.
- 1.3 Foundations are not-for-profit professional corporations incorporated under the laws of the State of Alabama. The Foundations employ physicians who work in the Hospitals and are members of the regular or part-time faculty of the School of Medicine of the University of Alabama.
- 1.4 The Hospitals and Foundations 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 health care services provided to Beneficiaries by Hospitals and Foundations, including but not limited to UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic of UAB Hospital, The Kirklin Clinic at Acton Road and other clinics of Hospitals and Foundations. Hospitals and Foundations will not be required to provide Covered Services to any Beneficiary that are not offered by Hospitals and Foundations or where there is limited capacity at the Hospitals or Foundations as determined by the Hospitals and Foundations. Exclusions to the Covered Services are outlined as Attachment A.

2.2 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 or an Authorization number for services has been issued by the County. Parties agree that if a Beneficiary fails to renew its expired eligibility in a timely manner but is reissued eligibility, then such expired eligibility status shall be deemed continuous from the original eligibility expiration date to eligibility reissue date. County shall maintain the Approved Beneficiary List and shall furnish Hospitals and Foundations with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide a current list of Approved Beneficiaries on the 1st and 15th day of every month to Foundations and Hospitals in electronic format. The list shall include first, middle and last names, address, date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospitals and Foundations. Hospitals and Foundations shall submit such invoices monthly. If the payments are not received within 15 days of due date, Hospitals and Foundations reserve the right to delay the furnishing of elective services to Beneficiaries.

2.4 Reimbursement for Covered Services shall be based on the Medicaid Enhanced Fee Schedule for Foundations Services and Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee Schedule for Hospitals Services. Parties agree that Hospital Inpatient and Outpatient reimbursement shall be "Case-Mix" adjusted, but shall not be adjusted to any amount less than the Hospital's Current Medicaid reimbursement. The initial Case-Mix weighting factor will be based on the previous contract period as calculated below. The Hospitals will compute their overall Medicaid Inpatient Case-Mix, excluding solid organ and bone marrow transplants, based on the most recently published CMS Medicare DRG relative weights. The Hospitals will also compute the Case-Mix of the Beneficiaries referred and admitted to Hospitals. The Case-Mix weighted Per Diem and Price per Outpatient Unit of Service shall be calculated using the following sample methodology:

Hospital's Current Medicaid Per Diem	\$1,689.66
Hospital's Medicaid Case-Mix (excluding solid organ and bone marrow transplants)	1.53
County Beneficiary's Case-Mix	2.87
Case-Mix Weighted Per Diem (2.87/1.53 = 1.88 x \$1689.66)	\$3,169.49
Outpatient Current Medicaid Price per Unit of Service	\$200.00
Case-Mix Weighted Price per Unit of Service (2.87/1.53 = 1.88 x \$200.00)	\$375.16

The Case-Mix weighting factor for the first 6 months will be based on patient utilization experience for the first six months of last year's Agreement using the same method described above and the first 6 months will be paid on this basis. For this Agreement, the calculation period shall be October 1, 2013 through March 31, 2014. The Hospitals' Case-Mix weighting factor will be adjusted on April 1, 2015 based

on the previous six (6) months utilization (October 1, 2014 through March 31, 2015) under this Agreement. Hospitals shall be paid based on the updated Case-Mix weighting factor, effective April 1, 2015. Hospitals and Foundations shall be reimbursed for each inpatient and outpatient encounter for each patient covered under this Agreement. The calendar year inpatient day limit, Medicaid per diem and physician visit limitations and the outpatient visit limitation do not apply to reimbursement under this Agreement. Furthermore, the calculation for reimbursement for services provided by the physicians, including but not limited to hospital based physicians and regardless of the place of service, within a specialty (such as, Cardiology or Radiation Oncology) shall be Fee-for-Service based at Medicaid Enhanced Fee Schedule and determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

Parties agree that Reimbursement for inpatient or outpatient surgeries, except those services listed below, shall be at \$2,400 per day and or per surgery at the Callahan Eye Hospital Health Care Authority. Procedure code numbers 76514 - Pachymetry Testing and 68761 - Punctum Plug shall be reimbursed at \$50.00 and \$145.00 per unit, respectively. All other services rendered by Callahan Eye Hospital Health Care Authority shall be reimbursed according to UAB Hospital reimbursement methodology. County shall reimburse Hospitals and Foundations for the actual cost of any subcontracted services, including, but not limited to, nursing home services, home health care services, drug screening related to pain management services, among others, provided to the Beneficiary and billed or invoiced by Hospital or Foundation. Additionally, UAHSF shall be paid a flat fee of \$85 for each echocardiogram interpretation and a flat fee of \$51 for each mammography interpretation. Services or products provided by UAB Hospital Laboratory and Blood Bank shall be reimbursed at 26% of the Hospital's usual and customary inpatient billed charges. In addition to surgery reimbursement at Callahan Eye Hospital, corneal transplant tissue shall be reimbursed at 50% of billed charges. With the above exceptions, any outpatient or professional services provided at the Hospitals and Foundations, where there is not a Hospital Medicaid rate or Medicaid Enhanced Fee for Foundation services, such services shall be reimbursement at 50% of billed charges

Parties agree that UAB Hospitals and Foundations in certain situations are able to secure payments from third parties on behalf of the Beneficiaries, where County is either the primary or secondary payer. From time to time, Beneficiaries with other primary coverages may exhaust their primary coverage benefits and for such Beneficiaries, County shall pay Hospitals and Foundations an amount equal to the difference between the contracted rate and the payment received from the third party.

Parties agree that Hospital and Foundations shall assist and facilitate in the transition of care from Hospital and Foundations to Cooper Green Mercy Health Services or other third parties as deemed appropriate. Hospital shall assign dedicated resources for the provision of these services and such services shall be reimbursed at an hourly rate of \$45.67 per hour provided to the Beneficiary on behalf of County.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Hospitals and Foundations shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to Beneficiaries only. Hospitals and Foundations shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating a County Beneficiary complaint. Upon request, Hospitals and Foundations shall assist in any such audit or review. If Hospitals and Foundations carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Hospitals and Foundations shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Hospitals and Foundations policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Hospitals and/or Foundations for Covered Services, the parties shall make best efforts to provide or obtain an authorization for 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 Foundations agree to make 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 the Hospitals and Foundations may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Hospitals and Foundations are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall be communicated via e-mail or fax in a timely manner. Hospital or Foundations 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 Foundations 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 services authorized. Once a date range of 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 services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge 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. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Hospitals and/or Foundations do provide, the Beneficiary may be referred to Hospitals and/or Foundations. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2014 and ending September 30, 2015.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 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 HOSPITALS AND FOUNDATIONS

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

4.2 Hospitals represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospitals agrees to 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 if Hospitals fails to do so. Upon request, Hospitals agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Hospitals.

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

4.4 Hospitals and Foundations agree that, upon termination of this Agreement for any reason, they 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.

4.5 Subject to compliance with Article XI, Hospitals and Foundations 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 of expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospitals and Foundations agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21 6.1 of the Code of Alabama, which 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.

4.7 Hospitals and Foundations 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 Foundations 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 Foundations for all Covered Services provided to Beneficiaries that were not authorized by County, if Hospitals and Foundations can show that, at the time the patient was treated, the Hospitals and Foundations took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

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 Foundations 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.

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

VIII. LIABILITY AND INSURANCE

8.1 Hospitals and Foundations shall only have a patient relationship with all Beneficiaries receiving Hospitals and Foundations services. County and Hospitals and Foundations 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.

Hospitals and Foundations and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Hospitals and Foundations and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Hospitals and Foundations and County and their employees against any event or loss which may impair the ability of Hospitals and Foundations 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, together with Attachment A, contains the entire Agreement between County and Hospitals and Foundations. 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 Hospitals and Foundations. 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 Hospitals and Foundations 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 Bankruptcy and Insolvency. Parties agree that the County is currently in bankruptcy. Notwithstanding the current bankruptcy status of the County, in the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect. This section 9.4 is only applicable once the County is out of the bankruptcy.

9.5 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 Hospitals and Foundations at the addresses below:

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

To Hospital: Andy Matthews
619 19th Street South
Birmingham, AL 35233
Jane Yoakum
500 22nd Street South, Suite 506
Birmingham, AL 35233
Jason O. Sadler
1720 University Blvd
Birmingham, AL 35233

To Foundations: Charles W. Fry
General Counsel
500 22nd Street South, Suite 504
Birmingham, AL 35233
Rett Grover
1720 University Blvd, Suite 406
Birmingham, AL 35233

9.6 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, Hospitals and Foundations. The County, Hospitals and Foundations each represent and certify to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Hospitals or the Foundations, this Agreement shall not be binding on the Hospitals or the Foundations until executed by the appropriately authorized person and approved by the Hospitals' and the Foundations' respective Executive Officers.

9.7 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.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Hospitals, Foundations 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. Hospitals, Foundations 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.

9.9 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.

9.10 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Foundation and Hospital agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

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

In witness whereof, County and Hospitals and Foundations have executed this Agreement through a duly authorized officer as of the date noted below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
FOR THE UNIVERSITY OF ALABAMA HOSPITAL

COUNTY

William Ferniany, PhD , CEO UAB Health System

James A. Stephens, President

Reid F. Jones , COO, UAB Health System

Anthony Patterson, Senior Vice President of Inpatient Services

The University of Alabama Hospital

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Patricia Pritchett, Executive Vice President

UNIVERSITY OF ALABAMA OPHTHALMOLOGY SERVICES FOUNDATION, P.C.

Christopher Girkin, M.D.

CALLAHAN EYE HOSPITAL HEALTH CARE AUTHORITY

Brian Spraberry, CEO

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

Apr-23-2015-334

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, James A. Stephens, is authorized to sign Modification 43-C to the WIA Plan No. 43-0. The revised agreement amount is \$3,968,178.44.

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

Apr-23-2015-335

WHEREAS, the Jefferson County Commission previously approved a resolution on August 29, 2013 in Minute Book 165, Page 284 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM); and

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

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 61 calendar days. The new completion date is May 31, 2015. This Agreement is from Program Year 2012 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 Thompson Architecture, Inc., hereinafter call the "the Contractor" to provide architectural services for the Fairfield Willie Mays Park Improvements project (CDBG12-03F-M01-FWM). The effective date of this agreement shall be August 29, 2013.

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 August 29, 2013, in Minute Book 165, Page 284, and

Said contract having been previously amended on June 11, 2014 in Minute Book 166, Page 346, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional 61 calendar days. The new completion date is May 31, 2015.

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Robert Thompson

Thompson Architecture, Inc.

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

Apr-23-2015-336

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #5 and Amendment #4 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose of Change Order #5 and Amendment #4 is to extend the construction contract 120 days for the West Highland Water Line Project (CDBG10-03J-U02-WHL). There is no additional cost associated with the modification. The new completion date for the construction contract shall be August 2, 2015. All other conditions and terms shall remain the same. This project is from the 2010 Program Year.

AMENDMENT #4 TO CONTRACT

This is Amendment #3 to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Gillespie Construction, LLC. hereinafter called "the Contractor" for grant allocation PY10/FY14. The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on August 29, 2013, in Minute Book 165, Page 286, as amended on May 8, 2014, in Minute Book 166, pages 242-243 and as amended on June 10, 2014 and as amended on November 20, 2014 in Minute Book 167, pages 238-239, is hereby amended as follows:

The purpose of this Modification is to extend the construction contract 120 days for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost associated with the additional days is \$0. The new completion date for the construction contract shall be August 2, 2015. All other conditions and terms shall remain the same.

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

_____, President

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

Apr-23-2015-337

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jones Valley Construction to provide septic tank installation and repair services under the Emergency Housing Rehabilitation Program. The agreement is for the period April 15, 2015 to April 14, 2016 and is in the amount of \$35,000.00.

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

Apr-23-2015-338

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Concord Drainage Improvements Project (CDBG-DR-13-03I-U03-CDI), such bids having been opened on March 31, 2015 and listed as follows:

	Gay Road	Smith Road	Concord Highland Dr	Total
<u>Contractor</u>	<u>Bid</u>	<u>Bid</u>	<u>Bid</u>	<u>Bid</u>
Forestry Environmental Services Inc.	\$346,894.43	\$148,582.04	\$527,987.28	\$1,023,463.75
Gillespie Construction LLC	\$346,622.00	\$145,040.00	\$590,295.00	\$1,081,957.00
Veterans Landscaping Inc	\$375,421.46	\$147,782.44	\$623,334.17	\$1,146,538.07
Mitchell's Contracting Service	\$408,888.00	\$150,217.00	\$728,905.00	\$1,288,010.00

WHEREAS, after tabulation by Sentell 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, Forestry Environmental Services Inc., for the bid amount of \$1,023,463.75.

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 Concord Drainage Improvements Project to Forestry Environmental Services Inc., for the bid amount of One Million Twenty Three Thousand Four Hundred Sixty Three and 75/100 Dollars (\$1,023,463.75). This project will be funded with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

Apr-23-2015-339

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the North Smithfield Manor Community Storm Shelter Project, such bids having been opened on March 31, 2015, and listed as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Notation</u>	<u>Total Adjusted Bid</u>
Coston General Contractors Inc.	\$847,018.00	(\$16,000)	\$831,016.00
A.G. Gaston Construction Co. Inc.	\$891,221.75	(\$10,000)	\$881,221.75

WHEREAS, after tabulation by Engineering Service Associates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Coston General Contractors Inc., for total bid amount of \$847,018.00 and a deduction of \$16,000.00 for an adjusted bid of \$831,016.00.

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 North Smithfield Manor Community Storm Shelter Project to Coston General Contractors Inc., for the bid amount of Eight Hundred Thirty One Thousand and Sixteen & no/100 Dollars (\$831,016.00). This project will be funded with FEMA and CDBG-DR federal funds. This project is from the Program Year 2013.

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

Apr-23-2015-340

WHEREAS, Yolanda Cole at 6622 Martin Luther King Drive, Fairfield, AL 35064 is in default of the first mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Jefferson County desires to take possession of the above-referenced property to protect federal HOME Program funds through a deed in lieu of foreclosure.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the HOME Program Homebuyer Assistance Loan made to Yolanda Cole is in default of her loan for the above referenced property and that the President of the County Commission is authorized to execute related closing documents and Satisfaction of Recorded Lien to effectuate the transaction.

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

Apr-23-2015-341

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and is hereby empowered to execute this contract between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), and Jefferson County Council on Aging (JCCOA) to provide the delivery of meals to homebound residents in Jefferson County under the oversight of OSCS, to maintain a homebound meal program serving a minimum of 700 noontime meals per day, and to service a minimum of 700 unduplicated adults per year. The agreement is in the amount of \$121,000.00 and is for the period October 1, 2014 through September 30, 2015.

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

Apr-23-2015-342

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and AMT Medical Staffing to provide temporary staffing services which increases contract amount by \$300,000 to an amount not to exceed \$500,000.

Contract ID: CON-00004712

Bid: 184-12

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and AMT Medical Staffing (hereinafter called "AMT").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 8, 2015, at M.B. 167, Pg. 396 - 399, is hereby amended as follows:

- Item 4 shall impose a maximum amount for the entire contract and read:

COMPENSATION: the contractor shall be compensated for services rendered up to a maximum amount of \$500,000 using rates and charges specified in the exhibit entitled "Labor Rates/Price Sheet".

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACTOR:

_____, AMT Representative

AMT Medical Staffing

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

Apr-9-2015-343

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the CFO is directed to pay to the City of Bessemer the sum of \$71,487 for paving of the County's portion of Hopewell Road.

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

Apr-9-2015-344

WHEREAS, getting 30 minutes of moderate physical activity, such as a brisk walk, of least five times a week can result in significant health benefits such as lowering the risk of developing or dying from cardiovascular disease, hypertension, type 2 diabetes and improving the health of muscles, bones and joints; and

WHEREAS, the U. S. Department of Health and Human Services estimates the cost to treat illness and chronic disease caused by inactive lifestyles is nearly \$7, 000 for every family in America, every year; and

WHEREAS, physical activity is vital to the well-being of all Americans and National Walk@Lunch Days' is an opportunity for Americans to carve time out of their busy work schedules to exercise and become healthier; and

WHEREAS, National Walk @Lunch Day is a workplace walking event that encourages employees to walk during their lunch break, making exercise a convenient and easy choice during the day; and

WHEREAS, states will participate in National Walk@Lunch Day, improving the health of those residents, step-by-step.

NOW THEREFORE THE JEFFERSON COUNTY COMMISSION does hereby proclaim Wednesday, April 29, 2015, as National Walk@Lunch Day and encourage all citizens to recognize the importance walking as part of a healthy lifestyle.

Signed this 23rd day of April, 2015.

James A. Stephens, President

Sandra Little Brown, President Pro Tempore

George W. Bowman, Commissioner

David Carrington, Commissioner

T. Joe Knight, Commissioner

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

Apr-9-2015-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Mr. Lamar Southerland be reappointed to fill a four year term of on the Mount Olive Community Center Board of Directors for a term expiring in April of 2019.

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

Apr-9-2015-346

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Mr. John D. House be reappointed to fill a four year term of on the Mount Olive Community Center Board of Directors for a term expiring in April of 2019.

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

Apr-9-2015-347

WHEREAS the City of Hueytown has requested Jefferson County to explore the possibility of annexing the Bessemer Camp of Roads and Transportation, and

WHEREAS, the property as well as all surrounding homeowners do not currently have fire coverage from any jurisdiction, and

WHEREAS, the annexation of County property to the City will come at no cost to the County, but will allow neighboring residents to annex as well.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission in Conjunction with the County Attorney are authorized to execute all paperwork necessary to complete the annexation of property associated with the Bessemer Camp of Roads and Transportation into the City of Hueytown.

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

Apr-23-2015-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Sanitary Sewer Deeds of Exchange on - Patton Creek Phase III - Lots 6 and 7 between Jefferson County and Logan Birmingham Associates, LP and PC L7, L.L.C.

Patton Creek Phase III (Field & Stream) Lot 6
#1239

THIS INSTRUMENT PREPARED BY:
Denise Shelton, Land Acquisition Agent
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse
Birmingham, AL 35203

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged Logan Birmingham Associates, LP, a Delaware Limited Liability Company, does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer

pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A 20 foot wide Sanitary Sewer Right-of-Ways lying in the SE ¼ of Section 14 Township 19 South Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast ¼ of the Southeast ¼ of Section 14, Township 19 South, Range 3 West and run easterly along the southerly line of said section line a distance of 286.55 feet; thence turn left an angle of 90°00'00" and run northerly a distance of 1,554.18 feet; thence turn right an angle of 87°35'50" and run easterly a distance of 131.50 feet; thence turn right an angle of 74°25'05" and run southeasterly a distance of 359.91 feet; thence turn right an angle of 04°30'26" and run southerly a distance of 50.10 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of parallel to and abutting the following described line; thence continue along last described course a distance of 30.04 feet to the end of this Sanitary Sewer Right-of-Way.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned Logan Birmingham Associates, LP, a Delaware Limited Liability Company covenant with said Jefferson County that it is seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, 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 Logan Birmingham Associates, LP, a Delaware Limited Liability Company all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcels of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), taking title to only that part of the below described property within their existing perimeter boundaries, and disclaiming any ownership to said property within the perimeter boundaries of any others property, such property being more particularly described as follows, to-wit;

That certain 20 foot Sanitary Sewer Easement described in Instrument 200360/5752 as recorded in the Bessemer Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 19 South, Range 3 West, run easterly along the southerly section line for a distance of 286.55 feet to a point; thence turn a de ection angle to the left of 90°00'00" and run northerly for a distance of 1554.18 feet to the POINT OF BEGINNING of the 20 foot wide sanitary sewer Right of way lying 10.00 feet on each side of, parallel to, and abutting the following described line; thence turn a de ection angle to the right of 88°49'13" and run easterly for a distance of 147.51 feet; thence turn a de ection angle to the right of 75°59'19" and run southerly for a distance of 400.00 feet; thence turn a de ection angle to the left of 14°52'52" and run southerly for a distance of 82.62 feet to the ENDING POINT of this sanitary sewer Right-of-Way.

The sanitary sewer Right-of-way lies in the SE 1/4 of Section 14, Township 19 South, Range 3 West, Huntsville Meridian, Jefferson County (Bessemer Division), Alabama and contains 0.30 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

Logan Birmingham Associates, LP, a Delaware Limited Liability Company

Patton Creek Phase III (Field & Stream) Lot 7
#1239

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

THIS INSTRUMENT PREPARED BY:

Denise Shelton, Land Acquisition Agent

Right-of-Way Division

Jefferson County Roads and Transportation

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, PC L7, L.L.C, an Alabama Limited Liability Company does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A 20 foot wide Sanitary Sewer Right-of-Ways lying in the SE ¼ of Section 14 Township 19 South Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast ¼ of the Southeast ¼ of Section 14, Township 19 South, Range 3 West and run easterly along the southerly line of said section line a distance of 286.55 feet; thence turn left an angle of 90°00'00" and run northerly a distance of 1,554.18 feet; thence turn right an angle of 87°35'50" and run easterly a distance of 10.52 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Right-of-Way lying 10 feet on each side of parallel to and abutting the following described line; thence continue along last described course a distance of 120.98 feet; thence turn right an angle of 74°25'05" and run southeasterly a distance of 359.91 feet; thence turn right an angle of 04°30'26" and run southerly a distance of 50.10 feet to the southerly property line of grantor and the end this Sanitary Sewer Right-of-Way.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned PC L7, L.L.C, an Alabama Limited Liability Company covenant with said Jefferson County that it is seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, 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 PC L7, L.L.C, an Alabama Limited Liability Company all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described parcels of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), taking title to only that part of the below described property within their existing perimeter boundaries, and disclaiming any ownership to said property within the perimeter boundaries of any others property, such property being more particularly described as follows, to-wit;

That certain 20 foot Sanitary Sewer Easement described in Instrument 200360/5752 as recorded in the Bessemer Probate Office of Jefferson County, Alabama. Being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 19 South, Range 3 West, run easterly along the southerly section line for a distance of 286.55 feet to a point; thence turn a de ection angle to the left of 90°00'00" and run northerly for a distance of 1554.18 feet to the POINT OF BEGINNING of the 20 foot wide sanitary sewer Right of way lying 10.00 feet on each side of, parallel to, and abutting the following described line; thence turn a de ection angle to the right of 88°49'13" and run easterly for a distance of 147.51 feet; thence turn a de ection angle to the right of 75°59'19" and run southerly for a distance of 400.00 feet; thence turn a de ection angle to the left of 14°52'52" and run southerly for a distance of 82.62 feet to the ENDING POINT of this sanitary sewer Right-of-Way.

The sanitary sewer Right-of-way lies in the SE 1/4 of Section 14, Township 19 South, Range 3 West, Huntsville Meridian, Jefferson County (Bessemer Division), Alabama and contains 0.30 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

PC L7, L.L.C, an Alabama Limited Liability Company

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

Apr-23-2015-349

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 Right-of-Way Deed for Jefferson County to convert County Road Right-of-Way for Tr. No. 2 of the Patton Chapel Road - Phase III Project. This parcel contains 0.265 acres, more or less, and now needs to be deeded in right-of-way.

RIGHT-OF-WAY DEED (ROAD)

ENGINEERING 469

This instrument prepared by:

Alan K. Dodd, Sr. Land Acquisition Agent
Jefferson County Courthouse, Ste. A-200
716 N. Richard Arrington, Jr. Blvd
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollars (\$1.00) cash to Jefferson County, a political subdivision of the State of Alabama, in hand paid by Jefferson County, a political subdivision of the State of Alabama, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

A parcel of land locate in the NW ¼ of the NW ¼ of Section 14, Township 19 South, Range 3 West, more particularly described as follows: Begin at the Southwest corner of said ¼ - ¼ section, a distance of 196.03 feet to the intersection with the Southwesterly right-of-way of Chapel Lane, said point being on a curve, having a radius of 332.91 feet; thence 160°20'18" left to tangent of said curve, and in a Northwesterly direction along said right-of-way and curve to the right, an arc distance of 172.84 feet; thence 31°59'30" left from tangent of said curve, in a Northwesterly direction a distance of 61.01 feet to a point in the Westerly line of said ¼ - ¼ section; thence 108°53'45" left, in a Southerly direction along the Westerly line of said ¼ - ¼ section a distance of 115.19 feet to the point of beginning.

Mineral and Mining rights excepted.

Subject to easements and restrictions of record.

All of said property lies in NW ¼ of the NW ¼ of Section 14, Township 19 South, Range 3 West and contains 0.265 acres, more or less.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this _____ day of _____, 20____.

JEFFERSON COUNTY, ALABAMA

Attest: _____
Minute Clerk

JAMES A. STEPHENS, President
Jefferson County Commission

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

Apr-23-2015-350

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 License Agreement between Jefferson County and the Palmerdale Fire District for County-owned property located in the northern part of Jefferson County in the area of Bradford to be used as a public park and recreational facility and for said property to be maintained by the Palmerdale Fire District. This agreement shall become effective on the 1st day of April, 2015 and shall expire on the 31st day of March, 2020 and shall be automatically renewable thereafter from year-to-year for a period of five (5) years unless terminated by either party. There is no cost involved with this License Agreement and there is a thirty (30) day cancellation clause with written notice to terminate.

LICENSE AGREEMENT

This License, entered into this _____ day of _____, 2015 is made and entered into by and between the PALMERDALE FIRE DISTRICT, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "Licensor";

WHEREAS, Jefferson County is the owner of certain property in the Bradford area of Jefferson County, a description of which is attached hereto as Exhibit I; and

WHEREAS, Jefferson County desires that said property be made available and used for park and recreational facilities for citizens of Jefferson County; and

WHEREAS, Palmerdale Fire District, is an organization able to maintain and operate a park in the Northern area of Jefferson County including the area of Bradford which includes the subject property; and

WHEREAS, said Palmerdale Fire District is willing to operate park and recreational facilities on said County-owned property with the consent of the Jefferson County Commission and it desires to operate park and recreational facilities on the subject property for the citizens of Jefferson County; and

WHEREAS, Licensor is willing to issue a license to the Licensee upon the following terms and conditions.

WITNESSETH

- (1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use the parcel exclusively as a park and for recreation purposes.
- (2) This license shall become effective on the 1st day of April, 2015 and shall expire on the 31st day of March, 2020 and shall be automatically renewable thereafter from year to year for a period of 5 years unless terminated by either party. Said period is hereinafter referred to as the "License Term".
- (3) Licensee shall pay to Licensor an annual cash fee hereunder, the sum of One and No/100's Dollars (\$1.00), due on or before the 1st day of April, of each year of the license term, as to which fee Licensee hereby waives all right to claim exemption under the constitution and laws of the State of Alabama or any other state.
- (4) Licensee shall operate said property as a park for all usual and appropriate park and recreational purposes. Licensee shall be responsible for scheduling of activities thereon in a fair, reasonable and non-discriminatory manner which shall include reasonable access to the said park by any and all citizens of Jefferson County, Alabama.
- (5) Licensee shall be authorized to make improvements to the park and recreational facilities as may be approved by Jefferson County. Jefferson County hereby reserves the right to make such improvements and to perform such maintenance thereon as it shall see fit to do.
- (6) Licensee shall protect and maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times).
- (7) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature,

including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (9) below.

(8) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.

(9) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(10) Licensee shall not suffer or permit any mechanics' or materialmen's liens or sewer/utility liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(11) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises.

(12) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have thirty (30) days in which to remove all litter, junk, trash and debris from the Premises. If at the expiration of this License, or in default thereof, Licensor may remove said structures and restore the surface of the Premises at the sole expense and liability of Licensee. If said removal and restoration is performed by the Licensor or its agents, Licensee shall be invoiced for all expenses incurred by Licensor. Said expenses shall be due immediately upon receipt of invoice and shall be paid by certified funds.

(13) For said consideration, Licensor further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensor to serve the Premises, and the right to permit such installation by appropriate utility company provided that any such permit shall be subject to Licensor's rights as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than thirty (30) days' notice to the utility company or supplier by either Licensor or Licensee when electrical service is no longer desired. Licensor reserves the right to permit installation of utilities across the Premises to serve others, together with such rights of ingress and egress for itself and others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.

(14) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(15) Licensor retains the right to enter upon the Premises for all necessary, legitimate, governmental and public purposes including, but not limited to stream and/or soil sampling, physical inspection of the property as to upkeep, and any other activity deemed beneficial or necessary by the Licensor.

(16) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(17) Statement of Compliance with Alabama Code Section 31-13-9

By signing this agreement, Licensee affirms 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, violation of this provision shall be deemed a breach of the agreement and Licensee shall be responsible for all damages resulting therefrom.

(18) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License 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 License Agreement shall be the Circuit Court of Jefferson County, Alabama.

(19) Unless provided herein to the contrary, all notices given hereunder by either party to the other shall, for the purpose of this License Agreement, be given in writing to be delivered by United States Postal Service – Certified Mail Return Receipt Requested, postage prepaid, or by courier or by hand delivery and shall be deemed given when delivered to the other party as follows:

Jefferson County, Alabama

Chief Land Acquisition Agent
Right-of-Way Division
A200 Jefferson County Courthouse
716 Richard Arrington Jr., Blvd N.
Birmingham, Alabama 35203

Palmerdale Fire District
President, Board of Directors
5340 Miles Spring Road
Pinson, Alabama 35126

IN WITNESS WHEREOF, the parties have caused this License to be executed in their names and behalves this the _____ day of _____, 2015.

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

ATTEST:

PALMERDALE FIRE DISTRICT

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

Apr-23-2015-351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Bhate Geosciences Corporation to provide services to remedy slope failure on the east side of Chalkville Road in the amount of \$76,200.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2015, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Bhate Geosciences Corporation (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the evaluation, assessment, preparation of final report, preparation of construction plans and bid documents and monitoring and engineering management of slope repair work for the slope failure approximately 140 feet in length at approximately Sta. 34+00 along the cut slope flanking the east side of Chalkville Road, Jefferson County, Alabama.

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

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the COUNTY.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will evaluation, assess, perform field survey, perform traffic control during field work, perform laboratory testing, perform engineering evaluation and slope stability analysis, submit final report of analysis and recommendation, prepare construction plans and bid documents, and monitor and perform engineering management during construction for the Chalkville Road Slope Failure approximately 140 feet in length. These services are to facilitate the slope repair. The work to be performed by the CONSULTANT to include the following:

Perform Geotechnical Engineering Study:

1. Perform field exploration using a three-man field crew and manually operated and easily transportable tools such as backpack drilling equipment and potentially a skid steer with a drill attachment.

2. Provide a geotechnical engineer to supervise the exploration activities and document the subsurface conditions encountered during drilling.

3. Determine field conditions that have contributed to the slope failure in order to select appropriate slope stabilization methods. Also perform an evaluation of the areas outside the failed slope area. The exploration would serve to evaluate the following subsurface conditions:

Soil conditions immediately adjacent to the zones of slope failure

Soil conditions in the "earth slump" zone

Depth to firm ground below the slope failure plane

General surface and subsurface conditions outside the failed zone

Perform Geotechnical Laboratory Testing:

Perform laboratory testing program dependent on the subsurface conditions encountered and the quality of soil samples obtainable. If quality samples can be obtained, shear strength testing would be conducted. If required, alternate testing to perform field shear strength testing using a vane shear in the soil material. The basic laboratory testing program would include:

Natural soil moisture content

Atterberg limits

Unit weight

Soil gradation analysis

Shear strength tests

Perform Traffic Control:

Prior to any drilling activities, submit a detailed Traffic Control Plan for review.

Provide and maintain the necessary traffic control measures along the Chalkville Road right-of-way during the subsurface exploration activities.

Perform Field Surveying:

Perform field surveying to generate slope profile sections for our engineering evaluation.

Perform Engineering Evaluation and Slope Stability Analysis:

Create a slope stability model of the failed slope surface using software analysis tools.

The engineering evaluation would consider the following:

Existing failed slope geometry (from field surveying profiles)

Soil conditions within the failed zone and the underlying firm ground (from subsurface exploration and laboratory testing)

Presence of groundwater

Evaluate alternatives for slope repair.

Present possible alternate(s) in a written report.

Prepare Slope Repair Specifications and Construction Drawings:

Prepare construction specification for issuance with bid documents for slope repair.

Provide AutoCAD drawings per requirements including cross-sections and construction details regarding stabilization of the slope failure for bidding of the slope repair work scope. Conduct pre-bid meetings and assist with bid evaluation as needed.

Provide Construction Documentation, Engineering Management and Project Closeout:

Provide engineering personnel to perform field observations during slope repair activities and submit daily reports.

Perform laboratory testing of engineered fill or slope stabilization materials, if required.

Perform final field surveying of the completed slope repair to verify compliance with the construction drawings.

Verify pay requests of contractor as required by Jefferson County and provide project closeout documentation.

Verify the as-built slope profile as submitted by the contractor to verify conformance to the slope repair documents.

ARTICLE II – OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following:

A. Locate all right-of-way limits.

B. Review Traffic Control Plans.

C. Review alternates for slope failure remedy.

D. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals, as the CONSULTANT may need to contact for advice, counsel, and information.

ARTICLE IV – TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after the written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.

- B. The execution of the work shall be completed within 8 months after written "Notice to Proceed" exclusive of any review time.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V– PAYMENT

SECTION 1 – FEES

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

Geotechnical Subsurface Exploration	\$ 18,900.00
Traffic Control Plan and Measures	\$ 3,500.00
Subcontract Field Surveying of Failed Slope	\$ 7,450.00
Geotechnical Laboratory Testing	\$ 3,000.00
Engineering Evaluation and Slope Stability Analysis	\$ 7,450.00
Preparation of Construction Documents	\$ 9,750.00
Construction Documentation during Slope Repair	\$ 22,150.00
Meetings, Consultation and Project Closeout Documents	\$ 4,000.00
Estimated Total	\$76,200.00

For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Seventy Six Thousand Two Hundred and 00/100 Dollars (\$76,200.00)

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE VI – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT's fee will be negotiated and expressed by Supplemental Agreement.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this Agreement, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENTIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV – TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delays have occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

A. The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of a material breach in the performance of the professional services on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

SECTION 6 – CONTROVERSY

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

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, to the extent caused by a material breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions including engineering design of the CONSULTANT, or his subcontractors. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

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

General Liability and Property Damage.....	\$1,000,000
Automobile and Truck Bodily Injury	
Liability and Property Damage Liability	
Insurance.....	\$1,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

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

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

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

SECTION 11 – CONTROL

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

SECTION 12 – CONDITIONS AFFECTING WORK

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

B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

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

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

a) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

b) Contract, in Cancellation, termination or suspension of the whole or in part.

ARTICLE VII

SECTION 1 – EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed Executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee or the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VIII

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.

ARTICLE IX

Governing Law: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 2015.

RECOMMENDED:

Tracy A. Pate, P.E., Interim Director/County Engineer
Bhate Geosciences Corporation

Charles R. Burgin, P.E., P.G., Principal

ATTEST: JEFFERSON COUNTY, ALABAMA

Minute Clerk James A. Stephens, President
Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

- 1. American Contractors to install 580' of 8" water line on Renee Drive in Concord.
- 2. Alabama Gas Corporation to install 500' of 2" gas main for the Misty Lane Main Extension off Rocky Ridge Road.

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

Apr-23-2014-352

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Stone and Sons Electrical Contractors, Inc., in the amount of \$49,875.00 for the construction of the Prudes Creek Lift Station No. 1 Electrical Feeder Modification project.

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

Apr-23-2015-353

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Leeds Housing Authority regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

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

RECITALS:

Owner is the owner of real property being the Real 462, Page 14; Deed Book 4804, Page 21; Deed Book 6607, Page 940; Deed Book 6607, Page 942; plat of Leeds Improvement Company's Addition to Leeds recorded in Map Book 7, Page 66; and plat of Leeds recorded in Map Book 10, Page 21, Probate Office, Jefferson County, Alabama.

Owner has installed buildings, keystone retaining walls, covered porches and concrete steps over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Leeds Housing Authority on Dorrough Street. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Leeds Housing Authority

Angela S. Miclette, Executive Director

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

Apr-23-2015-354

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

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

Apr-23-2015-355

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Tracie D. House is hereby denied.

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

Apr-23-2015-356

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

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

Apr-23-2015-357

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

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

Apr-23-2015-358

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Antoinette Watson is hereby denied.

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

Apr-23-2015-359

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of in the amount of Two Hundred Fifty Six and 24/100 (\$256.24) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Mark Tidwell in the amount of \$256.24 and forward it to the County Attorney for disbursement.

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

Apr-23-2015-360

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Sam Parker to fill the unexpired term of Keith Hall on the Jefferson County Housing Authority Board, beginning upon approval and ending September 10, 2019, be and hereby is approved.

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

Apr-23-2015-361

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 McWane Science Center to provide funding for the Toytopia special exhibit in the amount of \$6,000 (Comm. Brown - \$1,000/Comm. Carrington \$5,000).

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, McWane Science Center ("McWane") applied for a grant of funds for \$6,000.00; and

WHEREAS, McWane is a 501(c)(3) organization whose mission is to "change lives through science and wonder"; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$5,000.00 and Commissioner Sandra Little Brown has recommended finding of \$1,000.00 to McWane, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to McWane a lump sum payment of \$6,000.00 upon execution of this agreement.
3. McWane shall use the public funds for its Toytopia special exhibit, which will be open to the public from May 16, 2015 to September 7, 2015.

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

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

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

6. McWane's 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. McWane's 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 employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that neither McWane, nor any of its officers, partners, owners, agents, 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 or 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 the foregoing certifications 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

Amy Templeton, President & CEO

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

 JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 4/23/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER AIR VENT DIVERTER	CORONER/MEDICAL EXAMINER	33.15	1900089077
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF POLISHER PADS & BUILDING SEALANT.	GEN SVCS: ADMINISTRATION	346.60	1900089051
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE TO REPAIR STEAM TABLE AT BESS JAIL KITCHEN	GEN SVCS: ADMINISTRATION	31.17	1900089244
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE MAHOGANY PLYWOOD FOR BHCH.	GEN SVCS: ADMINISTRATION	207.09	1900089243
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED PARTS TO REPAIR FOOD WARMERS AT BH JAIL.	GEN SVCS: ADMINISTRATION	75.22	1900089168
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER UNIFORMS	CORONER/MEDICAL EXAM	245.00	1900089289
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF 6 SHEETS OF WHITE BOARD FOR BHCH.	GEN SVCS: ADMINISTRATION	141.60	1900089297
*DISTRICT 1					1,079.83	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WORKFORCE INVEST	35.52	1900089032
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - PETE BLANK 3/20/2015	PER BD: TRAINING	44.55	1900088979

DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR PAULA LEETH-POTTER	ECON DEV WORKFORCE INVEST	43.59	1900089028
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR FOOD FOR MEETING	ECON DEV WORKFORCE INVEST	88.87	1900088874
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR SUPPLIES	ECON DEV WORKFORCE INVEST	9.78	1900088835
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - ANDREW BURK 3/20/15	PER BD: TRAINING	28.35	1900088978
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: PARKING FEE F. SMITH	COMMUNITY DEVELOPMENT	2.00	1900089151
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JIM GREENE 4/1/15	PER BD WKFORCE DEV & APPLICA	11.00	1900089188
*DISTRICT 2					263.66	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, SHIPPING FEE	FLEET MGMT: ADMINISTRATION	86.29	1900088673
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL-BRIAN ROHLING	ES: SANITATION ADMINISTRATION	311.24	1900089035
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEVIES PROB/WIPES/FRESHENER	SHERIFF ENFORCE-BIRMINGHAM	141.38	1900088985
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HARDWARE, SCREWS, DRILL BITS, POSTAGE	ES: CAHABA RIVER WWTP	88.33	1900089083
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL APP FEE, HAZMAT FEES, TRANSMISSION FLUID, PAINT	R&T: HIGHWAY MAINT-BESSEMER	168.40	1900089085
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EPOXY - BRIDGE DIVISION	R&T: HIGHWAY ENG & CONSTR	225.00	1900089087
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MILEAGE-TRAVEL MEET PROP OWNER RE: JC V. PACK	COUNTY ATTORNEY	9.32	1900089120
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DAN BILES TRAVEL REIMB 2/11-13/15	COUNTY MANAGER	34.00	1900089257
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS FOR FECON MACHINE, FOAM TO FILL BACK HOE TIRE	ES: SHADES LINE MAINTENANCE	337.35	1900089259
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY FOR MOWER	ES: TURKEY CREEK WWTP	36.99	1900089255
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS, KEYLESS ENTRY CASE	ES: TV INSPECTION & GROUTING	113.97	1900089258
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BALL VALVE,PIPE NIPPLE,3/4 BOLTS,OIL SEAL, MISSION	ES: PACKAGE WWTP & PUMP STATIO	241.92	1900089131
DISTRICT 3	1000193	JEFFERSON CO TREASURER	USB DRIVE/BATTERY/TV/SPRAY	SHER CORRECT-BIRMINGHAM	210.78	1900089132
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAINT, BROOM, BATTERIES, T-POST PULLERS	R&T: HIGHWAY MAINT-KETONA	170.02	1900089134
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GAS CAN;PRESSURE WASHER;ELEVATOR CERTIF. FEE;	ES: FIVE MILE CREEK WWTP	474.98	1900089170
DISTRICT 3	1000193	JEFFERSON CO TREASURER	AJAX;PLUMBING SUPPLIES;TRIMMER;VALVE;	ES: FIVE MILE CREEK WWTP	463.02	1900089169
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, BAGS, FIRST AID SUPPLIES	ES: VILLAGE CREEK WWTP	377.75	1900089179
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WEAR PLATE FOR GRIT PUMP	ES: LEEDS WWTP	118.25	1900089180
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CHAINSAW BARS, SAW BELT, GRINDING DISC - BRIDGE	R&T: HIGHWAY MAINT-KETONA	211.11	1900089182
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BUSHINGS;POSTAGE;FLUKE METERS REPAIRS;	ES: INSTRUMENT SHOP	300.38	1900089178
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRIMER TO PAINT BIN	ES: LEEDS WWTP	14.94	1900089181
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPLACEMENT OFFICE CHAIR	ES: SANITATION ADMINISTRATION	357.99	1900089154
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPOOL FOR WEED EATER, SERV. ON RADIO IN # D133103	ES: VILLAGE LINE MAINTENANCE	63.95	1900089260
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STARTING FLUID	ES: TURKEY CREEK WWTP	20.25	1900089209
DISTRICT 3	1001616	ALABAMA LAW INSTITUTE	HANDBOOK OF ALABAMA COUNTY COMMISSIONERS	COUNTY ATTORNEY	54.00	1900089302
DISTRICT 3	1023694	SUMMIT SALES & SER CO INC	REFUND FOR OVERPAYMENT ON INVOICES	FINANCE SEWER SERVICES	46.91	1900089078
DISTRICT 3	1028834	ALABAMA SEC OF STATE	APPLICATION FOR COMMISSION CERTIFICATES	NON-DEPT EXPENDITURES	25.00	1900089376
*DISTRICT 3					4,703.52	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE -AUDIT REIMB-WSMOORE DOC 19-83199	REVENUE	27.52	1900089272
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE -AUDIT REIMB-WSMOORE DOC 19-85901	REVENUE	15.24	1900089271
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE -AUDIT REIMB-WSMOORE DOC 19-84023	REVENUE	17.44	1900089270
DISTRICT 5	1000249	GFOA	MEMBERSHIP RENEWAL-101625004	FINANCE ADMINISTRATION	1,775.00	1900089295
DISTRICT 5	1002879	DIGITAL ASSURANCE	DISSEMINATION SERVICES & STORAGE FEE	FINANCE ADMINISTRATION	2,500.00	1900088945
*DISTRICT 5					4,335.20	
**					10,382.21	

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

Apr-23-2015-362

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

For Week of 3/31/15 - 4/6/15

- ENVIRONMENTAL SERVICES FROM CONSOLIDATED PIPE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PIPE SUPPLIES FOR WASTE WATER TREATMENT PLANTS FOR THE PERIOD OF 5/01/15 – 4/30/16. REFERENCE BID # 86-13
- DISTRICT ATTORNEY-BIRMINGHAM FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR OFFSITE DIGITAL PRINT AND COPY SERVICES. SAP PURCHASE ORDER # 2000076554 CHANGE ORDER \$ 188.30
REFERENCE BID # 68-13 PURCHASE ORDER \$5,178.74 TOTAL

For Week of 4/7/15 - 4/13/15

- ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM SEVERE SERVICE SPECIALISTS INCORPORATED, TRUSSVILLE, AL, TO AWARD BID FOR LIMITORQUE MX-20 SMART ACTUATORS TO BE PURCHASED ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/19/15 – 4/18/16. REFERENCE BID # 65-15
- ALL JEFFERSON COUNTY DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TONER: COMPUTER IMAGING SUPPLIES FOR THE PERIOD OF 4/12/15 – 4/11/16. 2ND YEAR OF BID. REFERENCE BID # 38-14
- REVENUE DEPARTMENT: ADMINISTRATION FROM OFFICE DEPOT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTING. SAP PURCHASE ORDER # 2000075399
CHANGE ORDER \$20,000.00 REFERENCE BID # 68-13 PURCHASE ORDER \$44,500.00 TOTAL
- ENVIRONMENTAL SERVICES: SEWER LINE CONSTRUCTION FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR GRAVEL AND RIP RAP. SAP PURCHASE ORDER # 2000078869 CHANGE ORDER \$ 4,800.00 REFERENCE BID # 95-13
PURCHASE ORDER \$28,800.00 TOTAL

The following was pulled from the Purchasing Report.

- COOPER GREEN MERCY HEALTH SERVICES FROM LABORATORY CORPORATION OF AMERICA HOLDINGS, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUATION OF LABORATORY TESTING FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000085483

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

Apr-23-2015-363

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 3/31/15 - 4/6/15 and 4/7/15 - 4/13/15, BE AND HEREBY IS APPROVED.

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

Apr-23-2015-364

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 3/31/15 - 4/6/15 and 4/7/15 - 4/13/15, EXCLUDING P.O. 2000086102 (Berney Office Solutions), BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Inspection Services

David Frederick, Jimmy Kennedy, Mike Smith and Bobby Bulloch Qualified Credentialed Inspector Continuing Education Irondale, AL – May 18, 2015	\$400.00
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Revenue

Kitha Carr, Jennifer Woods, Theresa Rouse, Tracie Swanson and Sonya Stephens Management Abilities Seminar Birmingham, AL – June 9, 2015	\$1,245.00
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Tax Assessor - Bessemer

Reginald Threadgill, Janet Bell, Alecia Jackson and Angelia Bowie AATA District Meeting Cullman, AL – May 7, 2015	(State funds) \$60.00
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Individual Staff Development

County Attorney

Brent Grainger CLE Seminar Montgomery, AL – April 1-2, 2015	\$311.49
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Carol Sue Nelson Commissioners Retreat Point Clear, AL – March 26-28, 2015	\$214.65
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County Manager

Dan Biles ACCMA Summer Conference Orange Beach, AL – June 10-12, 2015	\$843.81
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Environmental Services

Rodney Currington NACWA National Pretreatment and Pollution Workshop	\$1,622.00
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Greenville, SC – May 11-15, 2015

Finance

Dorothea Pruitt \$149.00
Managing Multiple Projects and Meeting Deadlines
Birmingham, AL – June 1, 2015

Revenue

Eddie Woodis \$1,180.23
Tax Audit
Knoxville, TN – July 19-24, 2015

Charles Bell \$1,323.80
Tax Audit
Greensboro, NC & Chattanooga, TN – May 10-15, 2015

Tax Assessor Bessemer

Reginald Threadgill (State funds) \$426.20
2015 Summer Conference Planning Meeting
Orange Beach, AL – April 27-28, 2015

For Information Only

Emergency Management Agency

Horace Walker \$482.79
Situation Awareness
Emmitsburg, MD – May 10-15, 2015

Personnel Board

Allysa Singer \$1,422.92
2015 IPAC Conference
Atlanta, GA – July 18-22, 2015

Guy Dewees \$2,192.78
2015 ERE Recruiting Conference
San Diego, CA – April 27-30, 2015

Jim Greene \$224.67
2015 Spring Expo Auburn University
Auburn, AL – April 7-8, 2015

Sheriff's Office

Jack Self \$1,227.40
National Information Officer's Association Conference
Clearwater, FL – August 29-September 3, 2015

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

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

Apr-23-2015-365

WHEREAS, Tyler Technology is holding its Annual Conference in Atlanta, Georgia, from May 3, 2015, to May 6, 2015; and

WHEREAS, the County is undergoing an ERP IT transformation with Tyler Technology; and

WHEREAS, it is vital that the following Finance and Purchasing employees attend this conference and receive a cash advance as denoted below and as shown in the Cash Advance Travel Request Authorization forms:

George Tablack	\$1,887.80
Barry Goss	\$1,626.00
Kristin Carpenter	\$1,626.00
Michael Matthews	\$1,976.00
Jayna Farrar	\$1,976.00

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer of Jefferson County is hereby authorized to advance these amounts to the respective employees set forth above.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, 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, May 7, 2015.

President

ATTEST

Minute Clerk