

STATE OF ALABAMA)

JEFFERSON COUNTY) December 7, 2016

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:04 A.M., James A. Stephens, President, presiding and the following members present:

District 1 – George Bowman

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

Commissioners Sandra Little Brown and David Carrington were in Montgomery on County business.

Invocation was led by Pastor Gregory L. Clarke of New Hope Baptist Church and the Pledge of Allegiance led by Deputy County Manager, Dan Biles.

Motion was made by Commissioner Knight and seconded by Commissioner Bowman, that the Minutes of November 17, 2016, be accepted as read and approved. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

The Commission met in Work Session on Tuesday, December 6, 2016, and approved the following items to be placed on the December 7, 2016, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Item 1-10.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-5.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-18.

Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had items 1–6.

Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-26.

---

Commissioner Sandra Little Brown read the following statement during the Committee Meeting Work Sessions:

Good morning Commissioners. I am sure that you are aware of the Walmart incident recently involving a black woman who was brutally handled and falsely accused of snatching a shopper's purse by Homewood Police, which was reported by Al. com, after only hearing that the perpetrator of the purse snatching was a black female and wore a black coat. Ultimately they found out their victim was not the perpetrator of the purse snatching, even according to the victim of the purse snatching herself. To have seen social media's take on this incident one could easily see this as another aggressive invalid attack on a citizen, who happened to have been black and a lady, minus any fairness or justice. Several citizens visited my office on yesterday calling for fairness and justice in the community as it relates to this issue. I think it is important for this issue to be resolved with utmost speed and transparency. To facilitate this I have requested a meeting with the Mayor of Homewood. At this meeting I would only be looking for an accurate account of the incident.

Based on what I observed in the video, the officer/officer's handling of this incident was very careless. The video was very disturbing to me to see, a citizen being handled like she was, for no just cause. This issue needs to be addressed by the Homewood Police Department and corrected. Whether it be, sensitivity training, or some other form of training, as to how to handle situations like this, something must be done. It is my opinion that the police made a bad decision in this incident, which does not necessarily mean they are bad, but in this incident, at a minimum, the decision was not good.

I respectfully request you, my colleagues, to accompany me in search for an answer to why such disrespect for our citizens can occur.

---

A Public Hearing was held to receive comments on the following Liquor and Zoning Case applicants. There being no comments, the Commission took the following action.

DEC-7-2016-975  
RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF  
WITH RESPECT TO  
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS  
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS  
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Cases listed as follows; Z-2016-024 SPK Group, LLC, owner; Salim Gilani, agent; requests a change of zoning on part of Parcel ID# 31-24-4-001-010.002 in Section 24 Twp. 18 South Range 5 West from R-3 (Two Family) to C-1 (Commercial) for compliance and zoning consolidation. (Case Only: 3306 Warrior River Rd, Hueytown, AL 35023)(Hueytown)(0.74 Acres M/L) be and is hereby approved.

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

---

Zoning Case Z-2016-025 Michael J. Caldarella, owner; requests a change of zoning on Parcel ID#s 14-03-3-002-002.002, 14-03-3-002-001.001, and 14-03-3-002-001.000 in Section 03 Twp. 16 South Range 3 West for zoning compliance for a proposed two-lot subdivision resulting in one (1) commercial lot zoned C-1 (Commercial) and one (1) residential lot zoned R-1 (Single Family). (Case Only: 2472 and 2490 Mount Olive Road, Mount Olive, AL 35117)(Mount Olive)(2.48 Acres M/L) be and is hereby approved.

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

---

Beverage Case B-2016-009 PUBLIC HEARING REQUIRED - Cresview Foods LLC, applicant; Ahmed Dharani, member/store manager, d/b/a Cresview Package requests approval of a transfer of a (011) Lounge Retail Liquor – Class II (Package)(Off Premise) license on Parcel ID# 05-13-0-000-086.000 in Sec 13 Twp. 15 Range 5W. Zoned C-1 (Commercial) (Site Location: 7656 Highway 78-Suite 102, Dora, AL 35062) (DORA) be and is hereby approved.

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

---

Beverage Case B-2016-010 PUBLIC HEARING NOT REQUIRED Cresview Foods LLC, applicant; Ahmed Dharani, member/store manager, d/b/a Cresview Texaco requests approval of a transfer of a (050) Retail Beer (Off-Premise Only) and (070) Retail Wine (Off-Premise Only) license on Parcel ID# 05-13-0-000-086.000 in Sec 13 Twp. 15 Range 5W. Zoned C-1 (Commercial) (Site Location: 7656 Highway 78- Suite 100, Dora, AL 35062) (DORA) be and is hereby approved.

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

---

Motion was made by Commissioner Joe Knight to dismiss Zoning Case Z-2016-021. After some discussion Commissioner Bowman made the suggestion to carry the case over for one (1) additional meeting to give the applicant an opportunity to attend and submit the items requested. Commissioner Joe Knight withdrew his motion to dismiss.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above zoning case be carried-over to the December 20, 2016, Commission Meeting. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight, that the entire agenda, resolutions 1 through 49 be adopted as presented, with the exception of item number 34, which was held out for a separate vote and staff development item referred to as item number 45-D, which was pulled from the agenda. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

DEC-7-2016-976

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Addendum to the Master Agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C., and Ophthalmology Services Foundation, P.C. as follows;

ADDENDUM 17

To that certain

Master Agreement by and between Contractor and University of Alabama Health Services Foundation, P.C.

Anesthesiology: Pain Management Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for physician services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1 SERVICES

1.1 Cooper Green Mercy. University of Alabama Health Services Foundation, P.C. ("UAHSF11") shall provide an anesthesiologist for pain management services to staff the Contractor's owned and operated Cooper Green Mercy. In addition to the patient care services, the anesthesiologist will provide administrative duties for Contractor as the Pain Management Program Medical Director for the service. UAHSF shall be responsible for providing or arranging for physicians assigned to provide pain management and administrative services. UAHSF shall have the non-exclusive right and duty to provide physician staffing at Cooper Green Mercy one (1) half-day clinic a week for a total of a four (4) hour sessions, or as mutually agreed upon by the parties. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement, Contractor shall pay UAHSF at an hourly rate of \$274.20 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific medical malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as evidenced by timesheets provided to Cooper Green Mercy. Contractor acknowledges that it will be paying fulltime rate for the administrative services required to perform duties as the Program Medical Director even though the provider will not be providing full time pain management services. Contractor understands and acknowledges the need for the administrative services provided by the Pain Management Program Medical Director.

SECTION 2

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning September 1, 2016 and ending January 31, 2017.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay and compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addendum #17.

Date: December 7, 2016

JEFFERSON COUNTY COMMISSION  
James A. Stephens President

UNIVERSITY OF ALABAMA  
Patricia J. Pritchett  
Executive Vice President

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-977

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Cahaba Valley Health Care as follows;

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO.: 00008689

Contract Amendment

This is Amendment I to the Contract entered into the 151 day of August, 2016 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and Cahaba Valley Health Care herein referred to as "Contractor" to provide dental services to residents of Jefferson County.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

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

This Amendment results from Contract No. 00008689 between the parties referenced above, and was approved by the Commission on August 1, 2016; recorded in MB: 170 Page (s) 154, and is hereby amended as follows:

Section 3 - Arrangement:

Amend statement from, 'Dentist shall be compensated at a rate of \$62.50 per hour' to 'Dentist shall be compensated at a rate of \$75.00 per hour.

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

Date: December 7, 2016

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

CAHABA Valley Health Center  
Authorized Representative

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-978

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment to an Agreement between Jefferson County, Alabama and Wolters Kluwer Clinical Drug Information Inc., as follows;

FIRST AMENDMENT TO  
WOLTERS KLUWER CLINICAL DRUG INFORMATION CONTENT LICENSE AGREEMENT

This is the First Amendment to the Content License Agreement (" First Amendment" ) executed by and between Wolters Kluwer Clinical Drug Information, Inc., an Ohio Corporation, located at 1100 Terex Road, Hudson, Ohio 44236 (hereafter "WKCDI"), and Cooper Green Mercy Health Services (hereafter "Licensee") on August 15, 2016 (the "Agreement"). WKCDI and Licensee are collectively referred to herein as the "parties" and individually as a " party".

Parties agree to modify specific terms of the Agreement effective November 1, 2016 (" Amendment Effective Date"). All other terms and provisions of the Agreement shall remain in full force and effect.

Section B, Exhibit 1 Parties agree to change the Effective Date from August 15, 2016 to November 1, 2016.

IN WITNESS WHEREOF, the Customer and WKCDI hereto have caused this Amendment to be signed by its duly authorized representatives.

Licensee  
Inc.

Wolters Kluwer Clinical Drug Information,  
Manager, Contracts

James A. Stephens  
Jefferson County Commission President

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-979

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and Morris & Dickson Co., LLC. This agreement entered into as results from Bid # 116-16 for Pharmaceutical drugs and distribution services in the amount of \$3,500,000.00.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and SourceOne Healthcare, effective October 1, 2016, in the amount of \$11,700.00 per year. This agreement is a three year maintenance service contract for the Coroner's Office digital x-ray imaging equipment and components.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-981

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C., Department of Pathology as follows;

STATE OF ALABAMA)  
JEFFERSON COUNTY)

#### AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called Met 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, the UAHSF has offered to provide the services of a Chief Coroner/Medical Examiner and three (3) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with the UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
  - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.

- c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
  - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
  - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAHSF shall provide the professional services of three (3) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
- a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.
  - b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
  - d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
3. UAHSF shall provide professional liability insurance and general liability, including automobile insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.
4. UAHSF shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/ Medical Examiner in accordance with the duties required by Act 79-454.
5. Jefferson County shall:
- a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and three (3) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by the UAHSF who are deemed qualified hereunder by Jefferson County.
  - b. Pay UAHSF monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.
- |                |           |                 |           |
|----------------|-----------|-----------------|-----------|
| October, 2016  | \$75,049  | April, 2017     | \$ 75,049 |
| November, 2016 | \$ 75,049 | May, 2017       | \$75,049  |
| December, 2016 | \$ 75,049 | June, 2017      | \$75,049  |
| January, 2017  | \$75,049  | July, 2017      | \$ 95,196 |
| February, 2017 | \$75,049  | August, 2017    | \$95,196  |
| March, 2017    | \$75,049  | September, 2017 | \$ 95,196 |
- c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.
  - d. Provide such office at Cooper Green Mercy Health Services, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.



e. Pay the UAHSF a one-time payment of \$ 33,253.00 for medical liability insurance for the fiscal period October 1, 2016 through September 30, 2017.

6. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the UAHSF understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the UAHSF. The UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. The UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article I, Section 14.

7. This agreement shall commence on October 1, 2016 and shall end on September 30, 2017. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/ Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this 7th day of December, 2016.

JEFFERSON COUNTY, ALABAMA

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

CONCUR:

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C., Department of Pathology as follows;

STATE OF ALABAMA)  
JEFFERSON COUNTY)

## AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, UAHSF has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
  - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
  - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner /Medical Examiner by Act 79-454.
  - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
  - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
  - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the

Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.

3. UAHSF shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.

4. Jefferson County shall:

a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAHSF who is deemed qualified hereunder by Jefferson County.

b. Pay UAHSF monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2016	\$21,776	April, 2017	\$21,776
November, 2016	\$21,776	May, 2017	\$21,776
December, 2016	\$21,776	June, 2017	\$21,776
January, 2017	\$21,776	July, 2017	\$21,776
February, 2017	\$21,776	August, 2017	\$21,776
March, 2017	\$21,776	September, 2017	\$21,776

5. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from .Jefferson County. Additionally UAHSF understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between .Jefferson County and any employee or agent of UAHSF. UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold .Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article I, Section 14.

6. This agreement shall commence on October 1, 2016 and shall end on September 30, 2017. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

7. 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 there from.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this 7th day of December, 2016.

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

CONCUR:

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

Whereas, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission by Act 79-454 be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with the Department of Pathology, University of Alabama at Birmingham; and

Whereas, Gary T. Simmons, M.D. former Associate Coroner/Medical Examiner retired from his full-time position with the Coroner/Medical Examiner office effective June 30, 2016; and

Whereas, Daniel S. Atherton, M.D. is licensed to practice medicine in Alabama and is recognized and trained in forensic medicine and pathology; and

Whereas, Dr. Atherton has been providing the services of a Relief Associate Coroner/Medical Examiner for the Jefferson County Coroner/Medical Examiner Office since June 2014 and he has served the office full-time since the retirement of Dr. Gary T. Simmons;

Now, therefore, be it resolved that all participating members of the Jefferson County Coroner Medical Examiner's Commission do unanimously agree and support the recommendation of Daniel S. Atherton, M.D. to continue to provide the services of a full-time Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Coroner/Medical Examiner Commission in Birmingham, Alabama on this 27th day of October, Two Thousand and Sixteen.

William Counce, Ph.D., Chairperson,  
Jefferson County Coroner/Medical Examiner Commission and  
Alabama Board of Funeral Service Representative

Coroner Medical Examiner Commission Members: Mark Wilson, M.D., Jefferson County Health Officer Gene Siegal, M.D., Jefferson County Medical Society Representative Brandon Falls, Jefferson County District Attorney K. Stephen Jackson, Esquire, Birmingham Bar Association Representative Senator Linda Coleman, Jefferson County Legislative Delegation Representative Representative Allen Treadaway, Jefferson County Legislative Delegation Rep. Captain Marsha Allen, Jefferson County Law Enforcement Representative Rachel Arrington, Alabama Board of Funeral Service Representative William Counce, Ph.D., Alabama Board of Funeral Service Representative Stephanie Hightower, M.D., Citizen Representative appointed by Jefferson County Commission

Be it resolved by the Jefferson County Commission that the Commission does hereby accept the Jefferson County Coroner/Medical Examiner Commission's recommendation of Daniel S. Atherton, M.D. to provide the services of a full-time Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this 7<sup>th</sup> day of December, and Two Thousand and Sixteen.

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-984

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment II to the agreement between Jefferson County, Alabama and Birmingham Armored, Inc. for the purpose of adding the Gardendale Satellite to the current service route in the amount of \$6,303.68.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CON00006560  
BID #138-14

Contract Amendment No. II

This Amendment to Contract entered into the 27th day of October, 2016, between Jefferson County, Alabama, herein after referred to as "the County" and Birmingham Armored, Inc., hereinafter referred to as the "Contractor" to provide Armored Car Transportation Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

The contract between the parties which was approved by the Jefferson County Commission on October 29, 2014, recorded in minute book 167 pages 204-207, is hereby amended to reflect the following:

- Amendment No. II;

Jefferson County Commission will re-open Gardendale (satellite courthouse) effective January 1, 2017. Jefferson County Commission is required to service Gardendale for armored car services, therefore Gardendale (satellite courthouse) is added to the original contract. The cost associated with this addition is \$787.96 per month. Total annual increase in contract will be \$6,303.68.

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

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

D. Cagle, Jr., President  
Birmingham Armored, Inc.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment II to the agreement between Jefferson County, Alabama and Waste Services of Alabama, LLC, for the purpose of adding the Gardendale Satellite for waste collection and disposal in the amount of \$5,171.76.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

Contract Amendment No. I

This Amendment to Contract entered into the 1<sup>st</sup> day of October, 2016, between Jefferson County, Alabama, herein after referred to as "the County, and Waste Services of Alabama hereinafter referred to as the "Contractor" to provide waste collection and disposal for Jefferson County.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and WHEREAS, the Contractor wishes to amend the Contract;

The contract between the parties which was approved by the Jefferson County Commission on September 22 2016, recorded in minute book 170 page 266, is hereby amended to reflect the following:

- Amendment No. I;

Jefferson County Commission will re-open Gardendale (satellite courthouse) effective January 1, 2017. Jefferson County Commission is required to service Gardendale for waste collection and disposal, therefore Gardendale (satellite courthouse) is added to the original contract. The cost associated with this addition is \$574.64 per month. Total annual increase in contract will be \$5,171.76.

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

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

CONTRACTOR  
Joseph T. Watts  
Authorized Representative

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-986

BE IT RESOLVED BY the Jefferson County Commission that the President is authorized to execute an agreement between Jefferson County, Alabama and ClasTran for transportation services. The agreement is in the amount of \$309,000.00 and is for the period October 1, 2016 through September 30, 2017.

ADOPTED: December 7, 2016.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

#### PARATRANSIT SERVICES AGREEMENT

WHEREAS, ClasTran receives matching federal funding under Section 5310 of the Safe Accountable Efficient Transportation Equity Act-A Legacy for Users (SAFETA-LU) program; and

WHEREAS, the Regional Planning Commission of Greater Birmingham (RPCGB), in accordance with the requirements of SAFETA-LU, has developed a plan titled Coordinated Human Service Transportation: A Plan for Coordinating Human Service Transportation in Central Alabama and updated in 2010 as Human Services Coordinated Transportation Plan (HSCTP); and

WHEREAS, the HSCPT "aims to improve quality, efficiency, and mobility of transportation services for all citizens in the Greater Birmingham area, it is specifically designed to improve services for transportation disadvantaged individuals by ensuring that communities coordinate transportation resources" to achieve the "most appropriate and cost-effective transportation possible with available resources"; and

WHEREAS, "transportation disadvantaged individuals" not only includes individuals with disabilities or those using wheelchairs, but also those who are unable to transport themselves or to purchase transportation due to their age, health, or physical limitations; and

WHEREAS, demographic analysis has found that Jefferson County has the highest percentage of transportation disadvantaged individuals in the six-county region, with 21,306 households or 45,800 people having no vehicle available for their use, as well as a significant gap in available transportation services, leaving many residents with unmet transportation needs; and

WHEREAS, the Jefferson County Commission (the "Commission"), through the Office of Human Community Services and Economic Development supports Senior Citizens Centers in partnership with local municipalities as well as non-governmental sponsors to provide social, cultural and related activities, as well as a congregate meals program for residents of the County who are 60 years of age and over; and

WHEREAS, the passage of MAP-21 (Moving Ahead for Progress in the 21st Century) in July 2012 transformed 49 USC Section 5310 from Elderly Individuals and Individuals with Disabilities Program to the Enhanced Mobility of Seniors and Individuals with Disabilities program with the objective of enhancing the mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and ADA complementary Paratransit services; and

WHEREAS, Title 49 USC Section 5310 authorizes a formula assistance program for the special needs of elderly individuals and individuals with disabilities which the Federal Transit Administration (FTA) refers to as the Section 5310 Program, which funds are awarded to states who then distribute funds for local program services on a 20/80 match of local and federal funds for the purchase of transportation; and

WHEREAS, the Commission finds that said Paratransit service is a public purpose and it is in the best interest of the County to provide such services for its citizens.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. SCOPE OF SERVICES are as follows:

a) ClasTran shall provide to the County and to the citizens of the County public transportation for the elderly and disabled. Transportation shall be shared ride, curb to curb paratransit service provided between the hours of 6:30 AM. and 6:00 P.m. except on Holidays which include New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

b) The types of trips ClasTran shall provide to the County and to the citizens of the County shall include but are not limited to Transportation to Senior Centers, Adult Day Care Facilities, Dialysis Centers, Education, Employment, Medical and Dental Appointments, Physical Therapy, Shopping and Workshops.

c) ClasTran shall provide to the County and to the citizens of the County transportation services within regulations that govern Federal Transportation Administration §5310 under the direction of the Alabama Department of Transportation and the Regional Planning Commission of Greater Birmingham.

d) ClasTran shall operate the transportation service in accord with the routes and scheduled days and hours of operation that are being operated in the County as of the Effective Date and for such other occasional services as from time to time may be agreed upon by the parties hereto. ClasTran agrees to provide transportation services Monday through Friday, to and from the senior centers (congregate meal sites) identified in the list attached hereto as Exhibit A, including at least two(2) field trips per fiscal year per center. ClasTran shall provide up to 36,000 trips annually (approximately 9,000 trips per quarter) to the senior centers for the base compensation set forth below. All senior center participants shall arrive at, and depart from the centers on a schedule to be determined jointly by Jefferson County and ClasTran. These senior centers are exclusive of those centers within the corporate limits of Birmingham, Alabama which will be serviced by a separate contract between ClasTran and the City of Birmingham. Any request for additional group trips above 36,000 to and from senior centers outside of those regularly scheduled trips identified above, for which Jefferson County would be financially responsible, should be submitted to the Director and his or her designee of the Department of Human Community Services and Economic Development two (2) weeks prior to the trip and be compensated therefore by Jefferson County.

2. COMPENSATION: Jefferson County Commission shall provide to ClasTran \$309,000 in base compensation as matching funds for transportation services to the senior centers (maximum 36,000 trips annually), and \$8.66 per person for additional transportation services. This compensation is estimated to draw down approximately \$1,236,000 in federal funds under the 5310 program, for an estimated total of \$1,173,000, which amount is exclusive of any other local matching and federal 5310 funds ClasTran may receive. Any request for payment for any additional trips for group trips to and from senior centers outside of those regularly scheduled trips identified in Section 1, "Scope of Services", will not be considered for payment unless said trips were pre-approved as provided in said Section 1, and the documentation evidencing said trips and required by Jefferson County is supplied. If the total number of group trips (including any additional group trips authorized in accordance with Section 1) exceeds 36,000 trips during the term of this Contract, Jefferson County will compensate ClasTran at the rate of \$8.66 per person for each such group trip in excess of 36,000 trips per year.



ClasTran will provide documentable evidence of all group trips conducted in excess of 36,000 during the term of this Contract. Jefferson County will make payment for all such excess trips within thirty (30) days after ClasTran submits, and the County approves (which approval will not be unreasonably withheld or delayed) an invoice therefore. If the total number of group trips (including any additional group trips authorized in accordance with Section 1) is less than 36,000 trips during the term of this Contract, ClasTran will refund Jefferson County at the rate of \$8.66 per person for each such group trip less than 36,000 trips per year. The refund to the County will be due within 15 days of the close of the County's fiscal year (September 30 of each year).

Payment for senior center trips (up to 36,000 during the term of this Contract) will be made as follows: \$154,500 at the execution of the contract; \$77,250 on April 1, 2017; and \$77,250 on July 1, 2017.

3. **INDEPENDENT CONTRACTOR:** ClasTran acknowledges and understands that in the performance of this contract ClasTran is an independent contractor and as such, ClasTran is obligated for all applicable federal, state and local taxes, attributable to compensation received from Jefferson County.

4. **TERM:** The term of this contract is October 1, 2016 through September 30, 2017 with renewal, if mutually agreed upon by Jefferson County and ClasTran with Commission approval, for two (2) additional one (1) year terms not to exceed three (3) full years or a portion thereof, beginning October 1, 2016 and terminating September 30, 2019.

5. **PRODUCTION OF DOCUMENTS:** ClasTran agrees to provide to the County within forty-five (45) days after the execution of this agreement the following information:

- i. Detailed copy of FY 2016 and FY 2017 operating and capital budgets, including annual reports.
- ii. Master list of all riders, by vendor.
- iii. List of all municipal contributions received for FY 15 and FY 16 (including commitments).
- iv. Projected FY 155310 match-drawdown by contract.
- v. List of all contracts for service, including amount of contract and type of services provided (example: Jefferson County and City of Birmingham).
- vi. Detailed breakdown of FY 16 5310 match drawdown by contract (example: Jefferson County, City of Birmingham, others).
- vii. Pending litigation (EEO, Environmental Justice, etc.). None
- viii. Complaints and Compliments Log, monthly, commencing January 1, 2017.
- ix. NTD Reporting documentation, monthly, commencing January 1, 2017.
- x. Any known outstanding vehicle concerns (inspection status report of handicap accessible equipment including nonfunctioning outstanding repairs), commencing January 1, 2017.
- xi. All invoices that are more than thirty (30) days past due related to the 5310 program.
- xii. Accounts receivable for FY2016 match.
- xiii. List of all personnel, identified as full-time or part-time and whether assigned to operations or administration.
- xiv. List of all rolling stock: including but not limited to type, age, mileage, condition, how acquired, status, etc.
- xv. List of transportation contracts, including contract amount of each, number of routes served, volume of riders, etc.
- xvi. Copy of current board membership reflecting date of appointment, expiration, board organization, committee membership, etc.
- xvii. Copy of all Minutes of meetings of the board and committees for FY 2016.
- xviii. Copy of most recent audit.

In addition to the above, ClasTran shall submit a monthly report outlining the services provided as required under the terms of the contract.

6. **NON DISCRIMINATION CLAUSE:** ClasTran agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status.

7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, ClasTran shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by either party upon a written 30-day notice to the other party regardless of reason. Should either party terminate this contract for convenience the parties agree to reconcile and either refund or issue payment to the other party in accordance with the compensation and reconciliation procedures outlined above.
9. INSURANCE: ClasTran will maintain such insurance as will protect it and the County from claims under Workmen's Compensations Acts, and from claims for damages and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as an Added Additional Insured including a thirty (30) day written cancellation notice.
10. LIABILITY: ClasTran shall not without prior written permission of the County specifically authorizing them to do so, represent or hold itself out to others as an agent of or act on behalf of the County. ClasTran will indemnify and hold harmless the County, its elected officials and its employees from claims, suits, actions, damages and costs of every name and description resulting from the performance of ClasTran, its agents, subcontractors or employees under this contract.
11. MAINTENANCE OF RECORDS: ClasTran shall maintain such records and accounts, including property, personnel, payroll, and financial records, as are deemed necessary by the County and identified in Paragraph 5 and the Older Americans Act Title III B. to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended. These records shall be retained for six (6) years from the date of submission of the final Expenditure Report under his contract. All pertinent case records for clients must also be maintained.
12. AUDITS AND INSPECTIONS: At any time during normal business hours, and as often as the County may deem necessary, ClasTran shall make available to the County for examination all of the records pertaining to all matters covered by this Contract. Further, permit the County or its designated representative to audit, examine and make excerpts from invoices, materials, and other data relating to matters covered by this contract. ClasTran will allow inspections and audits, on at least two business days written notice, during business hours, for trips to senior centers only.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless amended by written instrument which has been approved by the County and by ClasTran. Any such amendment shall be signed by both Jefferson County and ClasTran, and will be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. COUNTY FUNDS PAID: ClasTran and the ClasTran representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of these officers, partners, owners, agents, representatives, governing body or employees of the governing body of the County or any public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
15. VIOLATION OF CERTIFICATION: Any violation of the certification set forth in Section 14 above, shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination ClasTran shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

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

ClasTran  
Alabama  
Fenn Church  
Date: 12/7/2016.

Jefferson County,  
  
James A. Stephens

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-987

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the attached Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2015.

ADOPTED: December 7, 2016

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-988

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to approve a modification of an EDA/CDBG RLF loan in the amount of Four Hundred Thirty-One Thousand Eight Hundred Fifty-Five and 00/100 Dollars (\$431,855.00) for Benchmark Imports for the purpose of

operating capital and equipment. The modification increases the loan amount by \$323,958.00 and brings the total loan to \$755,813.00.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-989

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Girls Inc., in the amount of \$5,000.00 as follows:

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Girls Incorporated of Central Alabama ("Girls Inc."), applied for a grant of funds for \$5,000.00; and

WHEREAS, Girls Inc. is a 501(c)(3) organization which provides quality programs to empower local girls and young women in schools throughout Jefferson County, including outreach programs for financial literacy, health and wellness, HIV/AIDS and STD awareness and prevention, bullying prevention, substance abuse prevention, life skills, teen pregnancy prevention, and Hispanic initiative; and

WHEREAS, Girls, Inc. meets the eligibility requirements of the Program; and WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$5,000.00 to Girls Inc., and the grant of such funds serves a good and sufficient public purpose; and WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 31, 2017.
2. The County shall pay to Girls Inc. a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Girls Inc. shall use the public funds to assist in providing quality programs to empower local girls and young women in schools throughout Jefferson County, including outreach programs for financial literacy, health and wellness, HIV/AIDS and STD awareness and prevention, bullying prevention, substance abuse prevention, life skills, teen pregnancy prevention, and Hispanic initiative.

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

4. Girls Inc. shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

5. Girls Inc. shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting

documents shall be retained and made available by Girls Inc. for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President Jefferson County Commission

GIRLS INCORPORATED OF CENTRAL ALABAMA

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-990

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and the Alabama Cooperative Extension System in the amount of \$102,250.00 as follows:

STATE OF ALABAMA)

JEFFERSON COUNTY)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1<sup>st</sup> day of October, by and between Jefferson County, Alabama, hereinafter called "The County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2016 and shall be in effect until September 30, 2017.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter call 'County Extension Office", and;

WHEREAS, the Contractor desires to furnish professional services to the County; Now, THEREFORE, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services herein after set forth.
2. **SCOPE OF SERVICES:** The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
  - a. Agricultural Programs
  - b. Forestry and Natural Resource Programs
  - c. Urban and Nontraditional Programs
  - d. Family and Individual Well-being Programs
  - e. Community and Economic Development Programs
  - f. 4-H Youth Development Programs
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered as follows:
  - a. The County shall pay the contractor a total of \$102,250.00 to be paid with twelve monthly payments of one (1) \$8,520.87 and eleven (11) \$8,520.83 upon execution of this Contract.
  - b. The Contractor shall use said funds above to help defray the cost of regular salaries, communications, travel, copies, postage and supplies for Jefferson County Extension Office.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupation Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, age, color, sex, national origin, religion, disability or veteran status.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term of provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contract will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may

arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

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

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

14. 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 with the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

**CONTRACTOR:**

Dr. Gary Lemme, Director  
Alabama Cooperative Extension System

By:

James A. Stevens, President  
Jefferson County Commission

APPROVED BY THE JEFFERSON COUNTY COMMISSION

DATE: December 7, 2016

MINUTE BOOK: 170

PAGE (S):414 – 415

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-991

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement with ALDOT for the 80/20 funding of road improvements along Cahaba River Road as follows;

AGREEMENT FOR  
UTILITY AND CONSTRUCTION  
BETWEEN THE STATE OF ALABAMA AND  
JEFFERSON COUNTY, ALABAMA

Project STPBH-3716 ( ) Project Reference Number 100063246 Project Reference Number 100063247  
Roadway and Intersection Improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson  
County

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and WHEREAS, the STATE and COUNTY desire to cooperate in a utility and construction program for roadway and intersection improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover utilities and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an underrun in construction costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated	COUNTY
Funds				
Utilities	\$1,250,000	\$1,000,000	\$250,000	
Construction, including engineering And inspection	<u>\$5,187,075</u>	<u>\$4,149,660</u>	<u>\$1,037,415</u>	
 TOTAL	 \$6,437,075	 \$5,149,660	 \$1,287,415	

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE.



- (4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (5) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder plus engineering and inspection cost, and the COUNTY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as reflected by the bid of the successful bidder, plus the engineering and inspection cost. All required off-site testing shall be the responsibility of the Alabama Department of Transportation. All on-site engineering, inspection, and testing (including obtaining and delivery of test specimens to the Alabama Department of Transportation testing facility) shall be the responsibility of the COUNTY or its designated representative.
- (8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.
- (9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.
- (10) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (11) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees. For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or miss-expenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- (12) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (13) 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.
- (14) Upon the execution of this Agreement by Jefferson County, Alabama, the original utility and construction Agreement dated February 16, 2016 with the City of Vestavia Hills will become null and void.

(15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(17) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/241h Law).

(18) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and person's thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

Millie Diliberto

COUNTY Clerk (Signature)

JEFFERSON COUNTY, ALABAMA

James A. Stephens

President, County Commission of Jefferson County (Signature)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DeJarvis Leonard, P. E.

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of , 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

7/18/90

Exhibit

M

#### CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively

certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, " Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under

Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

CONSULTANT 2/15/95 REVISED 5/30/02 REVISED 6/16/11 REVISED 10/28/15

#### EXHIBIT N

#### FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

#### TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

#### NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Utility and construction program for Project STPBH-3716 ( ), Project Reference Numbers 100063246 and 100063247 for roadway and intersection improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by its President of the County Commission, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 7<sup>th</sup> day of December, 2016.

ATTESTED:

Millie Diliberto  
County Clerk

James A. Stephens  
President

I, the undersigned qualified and acting clerk of the of Jefferson County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 7<sup>th</sup> day of December, 2016, and that such resolution is on file in the County Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on the 7<sup>th</sup> day of December, 2016.

Millie Diliberto  
County Clerk

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-992

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement with ALDOT for the 80/20 funding of road improvements along Cahaba River Road as follows;

AGREEMENT FOR  
PRELIMINARY ENGINEERING  
BETWEEN THE STATE OF ALABAMA AND  
JEFFERSON COUNTY, ALABAMA  
Project STPBH-3716 (252)

Project Reference Number 100063244 Roadway and Intersection Improvements on  
Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a preliminary design engineering program for roadway and intersection improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) the COUNTY will perform or have performed all services required to fulfill the purpose of this Agreement. The East Central Region of the Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the COUNTY.

(2) This Agreement will cover only the preliminary engineering phase of the work.

(3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. The preliminary engineering will be performed by or for the COUNTY and will include all environmental studies and documentation required by FHWA.

(4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(5) The project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

Preliminary Engineering

TOTAL

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share of the final cost.

(6) The STATE will assist the COUNTY in any public involvement action that may be required.

(7) The COUNTY will invoice the STATE for the Federal share of the preliminary engineering costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.

(8) Invoices for any phase of work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

(9) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

(10) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the project's, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(11) Any services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.

(12) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(13) The STATE will provide without cost to the COUNTY information available from its records that will facilitate the performance of the work.

(14) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate agreement will be required for the construction of the proposed improvement.

(15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(16) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.

(17) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in their official capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.

(18) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

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

(20) Upon the execution of this Agreement by Jefferson County, Alabama, the original preliminary engineering Agreement dated January 27, 2016, with the City of Vestavia Hills will become null and void.

(21) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(22) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7124th Law).

(23) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons there unto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

Millie Diliberto

County Clerk (Signature)

James A. Stephens

President, County Commission of Jefferson County (Signature)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

By: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DeJarvis Leonard, P. E.

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this 7<sup>th</sup> day of December, 2016.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

7/18/90 Exhibit M

#### CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

CONSULTANT 2/15/95 REVISED 5/30/02 REVISED 6/16/11 REVISED 10/28/15

## EXHIBIT N

### FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 190 I, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

### TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

### NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Preliminary engineering program for Project STPBH-3716 (252), Project Reference Number 100063244 for roadway and intersection improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President of the County Commission, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.



Passed, adopted and approved this 7<sup>th</sup> day of December, 2016.

ATTESTED:

Millie Diliberto  
County Clerk  
Alabama

James A. Stephens  
President, County Commission of Jefferson County,

I, the undersigned qualified and acting clerk of Jefferson County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 7<sup>th</sup> day of December, 2016, and that such resolution is on file in the County Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 7<sup>th</sup> day of December, 2016.

Millie Diliberto  
County Clerk

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-993

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement with ALDOT for the 80/20 funding of road improvements along Cahaba River Road as follows;

AGREEMENT FOR  
RIGHT-OF-WAY ACQUISITION  
BETWEEN THE STATE OF ALABAMA AND  
JEFFERSON COUNTY

Project STPBH-3716 (252)

Project Reference Number 100063245 Roadway and Intersection Improvements on  
Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and WHEREAS, the STATE and COUNTY desire to cooperate in a right-of-way acquisition program for roadway and intersection improvements on Cahaba River Road from SR-38

(US-280) to Key Drive in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.
- (2) The right-of-way purchased under terms of this Agreement will be acquired by the COUNTY and in accordance with current regulations of the STATE and FHWA. The COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of ROW and will coordinate their activities with the East Central Region Acquisition Manager for guidance. The property will be acquired in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.
- (3) The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of right-of-way, uneconomic remnants and excess right-of-way as found in CFR 23 § 710 Subpart D. Any change in access control, disposal of excess right-of-way, and uneconomic remnants shall be approved by ALDOT. Proceeds from Leases and Disposals shall be credited to the Project or to the Title 23 Collector account.
- (4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the COUNTY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (5) This Project will be administered by the COUNTY and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated COUNTY Funds	Estimated Federal Funds	Estimated
Right-of-Way Acquisition	\$1,000,000	\$800,000	\$200,000
TOTAL	\$1,000,000	\$800,000	\$200,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportionate share.

- (6) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (7) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (8) The COUNTY will invoice the STATE for the Federal share of this Right-of-Way Acquisition not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.
- (9) Invoices for any phase of work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (10) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that the Federal funds expended on this Project must be refunded to the FHWA. The COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (11) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.
- (12) The STATE will provide without cost to the COUNTY, information available from its records that will facilitate the performance of the work.

(13) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(14) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(15) The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or

(3) Misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

(16) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

(17) 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.

(18) Upon execution of this Agreement by Jefferson County, Alabama, the original right-of-way Agreement dated January 27th, 2016, with the City of Vestavia Hills will become null and void.

(19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(20) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(21) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/241 Law).

(22) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and person's thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

Millie Diliberto

County Clerk (Signature)

JEFFERSON COUNTY, ALABAMA

James A. Stephens

President, County Commission of

Jefferson County (Signature)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DeJarvis Leonard, P. E.

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this 7<sup>th</sup> day of December, 2016.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

7/18/90 Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each

such failure. The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

CONSULTANT 2/15/95 REVISED 5/30/02 REVISED 6/16/11 REVISED 10/28/15

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Right-of-way acquisition program for Project STPBH-3716 (252), Project Reference Number 100063245 for roadway and intersection improvements on Cahaba River Road from SR-38 (US-280) to Key Drive in Jefferson County.

2. That the Agreement be executed in the name of the County, by its President of the County Commission, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 7<sup>th</sup> day of December, 2016.

ATTESTED:

Millie Diliberto

James A. Stephens

County Clerk  
Alabama

President, County Commission of Jefferson County,

I, the undersigned qualified and acting clerk of Jefferson County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 7<sup>th</sup> day of December, 2016, and that such resolution is on file in the County Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on the 7<sup>th</sup> day of December, 2016.

Millie Diliberto  
County Clerk

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-994

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement between Jefferson County, Alabama and Goodwyn, Mills & Cawood Inc., to provide construction plans for bridge replacement on Floyd Bradford Road in the amount of \$228,932.00 as follows;

AGREEMENT  
FOR ENGINEERING SERVICES

This agreement made this 7<sup>th</sup> day of December, 2016, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and GOODWYN, MILLS AND CAWOOD, INC. (hereinafter referred to as CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete bridge replacement and approach roadway realignment plans, including corridor study, filed survey, right-of-way map and tract sketches, and final roadway and bridge plans for the Bridge Replacement and Approaches on Floyd Bradford Road over Cahaba River Tributary, 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."

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 prepare corridor base maps, identify features and environmentally sensitive areas, secure corridor approval, perform necessary field surveys and mapping, prepare preliminary roadway and bridge plans, and prepare contract roadway and bridge plans for the Replacement of the Existing Bridge and approaches on Floyd Bradford Road over Cahaba River Tributary, a distance of approximately 0.25 miles. These improvements are to facilitate the replacement of a bridge over Cahaba River Tributary. It is anticipated that these improvements will include realignment of the bridge and approaches. The work performed by the CONSULTANT will include the corridor studies; field survey and mapping; right-of-way map and tract sketches; and roadway and bridge contract plans all as follows:

### SECTION 1- CORRIDOR STUDIES

#### TASK A: JURISDICTIONAL DETERMINATION

- A-1 Obtain and study available maps.
- A-2 Perform site visit and identify features and environmentally sensitive areas.
- A-3 Consult with various agencies to determine environmental requirements.

#### TASK B: SITE ASSESSMENT/CULTURAL RESOUCCE ASSESSMENT

- B-1 Complete threatened and endangered species survey and submit to U.S. Fish and Wildlife Services.
- B-2 Conduct Phase 1 Cultural Resource Survey.
- B-3 Submit reports to Alabama Historical Commission for concurrence.

#### TASK C: PERMITTING

- C-1 Determine wetland and stream mitigation.
- C-2 Prepare Nationwide Permit
- C-3 Present mitigation plan to U.S. Army Corp. of Engineers.
- C-4 Prepare and submit National Pollutant Discharge Elimination System pennit

### SECTION 2- FIELD SURVEY

The CONSULTANT will perform the following as applicable:

#### TASK A- MOBILIZATION AND BASIC CONTROL SURVEY

A-1 The CONSULTANT will mobilize on the project site all personnel, vehicles, and equipment necessary to complete each phase of the work. Upon completion of the work, the CONSULTANT will demobilize the field party.

A-2 The CONSULTANT will determine and contact all adjacent property owners throughout the length of the project prior to beginning any survey work. The CONSULTANT will make every effort to contact the property owners verbally and follow-up the contact with a confirmation letter documenting the contact. The CONSULTANT will use a standard letter format, which is to be furnished by the COUNTY. The CONSULTANT will furnish copies of property owner contact letters to the COUNTY.

A-3 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in English units and in accordance with the Federal Highway Administration's current "surveying and Mapping Manual". The basic control survey will be established using the North American Datum of 1983, 1992 adjustment (NAD83/92) datum, Alabama State Plane, U.S. Survey foot definition unless otherwise specified. Horizontal control work will be performed to at least horizontal geodetic Second Order Class II, and be tied to STATE furnished GPS points. When establishing control with GPS, the CONSULTANT will establish the necessary monuments using GPS Relative Positioning Techniques as specified in the "Geometric Geodetic Accuracy Standards and Specifications for Using. GPS Relative Positioning Techniques, Version 5.0, and dated May, 1988, published by the Federal Geodetic Control Committee or the latest version thereof. Leveling will be performed to Third Order specifications. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to NAVD 88 datum unless otherwise specified. A final check level book containing all level

loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance. All horizontal and vertical control work will be submitted to the COUNTY prior to beginning any data collection. The CONSULTANT will immediately notify the COUNTY if there are any problems associated with any control provided by the STATE. The CONSULTANT will furnish the COUNTY field notes, sketches, and adequate descriptions of the control traverses or control points in the form of a control report. The report will include but not be limited to control schematics, control descriptions, computer closure printouts and how to reach descriptions. Computer closure printouts will include raw, unadjusted angular and linear closures. A printout showing closure results of balanced angles and distances will also be submitted. All reports and descriptions will be delivered as hard copy and in Microsoft Word Document files. Wooden survey hubs are not permitted as traverse or control points on any control survey.

A-4 Copies of the latest recorded deed for each adjacent. Property will be obtained by the CONSULTANT from courthouse records. For those properties located in a subdivision, copies of plats will be obtained. In addition, a copy of the latest county tax map and plat will be obtained. Copies of all deeds, plats, and tax maps will be furnished to the COUNTY. The CONSULTANT will tie sufficient property corners of adjacent properties as well as any section corners within the project corridor. Fence lines or other evidence of property lines shall also be obtained. The CONSULTANT is to plot all properties on the project field map showing ownership, deed book, and page number(s) from the latest recorded deed and station, offset, size, and type of monument of all property corners and section corners tied in the field. A property insert drawn to a suitable scale is to be included for properties extending off the field map.

#### TASK B - PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 100-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 100 feet and at all significant breaks in the ground line. All P.C.'s, P.T.'s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A minimum of one bronze disc monument will be set in each interchange quadrant as permanent project control reference points. A reference diagram with angles and distances will be shown as a part of the field map for each point referenced.

B-2 Topographic data will be obtained by the CONSULTANT by measuring X, Y, and Z coordinates of each point necessary to define underground tanks, pipes, culverts, cover, and culture. Septic tanks and other underground tanks will be shown on parcels where right-of-way is required. Topographic data is not required outside the right-of-way except on property parcels affected by right-of-way acquisition. On such affected parcels, topographic information shall be obtained for the entire parcel, as necessary for appraisal and acquisition purposes. All topographic information obtained will be included on the project field map.

B-3 Traverses will be run by the CONSULTANT on all paved cross roads, side roads, railroads, and unpaved county roads a sufficient distance from the project centerline for appropriate design work to be performed or as directed by the COUNTY. All traverse ties to the project centerline will be set by the CONSULTANT at critical points. All traverse ties will be included on the project field map and in the final field book with appropriate angles and station equations labeled.

B-4 The CONSULTANT will obtain stream topo and data to a minimum distance of 500 feet each way from the project centerline and in accordance with applicable provisions of Chapter 3 of the STATE Hydraulic Manual. Information for the drainage DTM is to be gathered as described in the manual.

B-5 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High water elevation, drainage areas, flood profile, etc., will be obtained and shown as described



in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY. The HYD-100 and HYD-101 forms referenced in Chapter 3 are to be completed within this task. A videocassette showing each drain and pertinent existing drainage structures will be provided to the COUNTY.

B-6 Cross sections will be obtained by the CONSULTANT at intervals not to exceed 100 feet and at all significant ground line breakpoints on the mainline and alongside read traverses, or the density of ground shots for the DTM, will be to a level sufficient to extract cross sections on 100 foot intervals, plot construction limits, and determine earthwork quantities.

#### TASK C - COMPILATION OF DATA AND DELIVERABLES

C-1 The COUNTY is to be furnished with the following paper plots and electronic files to review upon completion of the required tasks:

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal PC & PT Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.
2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.
5. Inroads Binary DTM file.

C-2 All survey work will be reviewed and an on-site inspection will be conducted by the COUNTY and CONSULTANT. The CONSULTANT will perform any corrections required by the COUNTY.

C-3 The COUNTY is to be furnished the following final information after review and inspection:

1. Mylar plot of the accepted field/utility map sealed with signature by a professional land surveyor in the State of Alabama.
2. Plot of the accepted profile map.
3. ASCII file containing all "control" coordinates in point number (p), northing (n), easting (e), elevation (z), and description (d), format.
4. ASCII file containing all final stationing in p, n, e, z, d format.
5. All final Station-Offset-Elevation (SOE) profile files on all alignments.
6. All final alignment reports for each horizontal alignment.
7. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
8. Check level book with all loops and BM's accurately described and referenced to project centerline with plus and distance where possible.
9. All survey files submitted according to the STATE CADD Standards.
10. Copies of all deeds, tax maps, subdivision plats, and property owner contact letters.
11. Copies of all HYD-100 and HYD-101 forms with hydrologic calculations attached.
12. Electronic and paper Quadrangle map with drainage areas outlined and proposed centerline labeled.
13. Videocassette showing each drain and pertinent existing drainage

#### TASK D UTILITY SURVEYS

D-1 The CONSULTANT will perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits including utility ownership and address of owner. The CONSULTANT will obtain horizontal position of all utilities. All utility information will be gathered and included on the project utility map in accordance with the STATE's Surveying Services Attachment (Revised 01-13-09) found on the STATE's Consultant Management website. The term "Utility" shall be understood to include, but not be limited

to, all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, gas, oil, crude products, water, steam, waste, storm water not directly connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility, shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

D-2 Coordinate with utility owners to include any relocation plans in the construction drawings.

### SECTION 3 - RIGHT-OF-WAY MAP AND SKETCHES

A. The CONSULTANT will prepare a Right-of-Way (ROW) Map in accordance with all applicable COUNTY policies and practices and submit to the COUNTY for review. The CONSULTANT will revise the ROW map as needed and submit a final ROW map to the COUNTY. The ROW map will include property ties, ownership, and properties to be acquired.

B. The CONSULTANT will prepare all ROW Tract Sketches in accordance with all COUNTY policies and practices. The CONSULTANT will revise the ROW Tract Sketches as needed and submit final ROW Tract Sketches to the COUNTY with the final ROW Map.

C. The CONSULTANT will prepare written appraisals/waiver valuations for each tract of land required for the project. Appraisals to be submitted to COUNTY for review.

### SECTION 4 - CONTRACT ROADWAY PLANS

The CONSULTANT will perform the following to develop a complete set of Construction Plans for the COUNTY to advertise for Letting:

A. The development of the plans and work to be performed will follow the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest English edition).

B. The CONSULTANT will prepare topographic quad maps showing drainage outfalls, erosion control and sediment prevention plan and other pertinent project data required by ADEM for application of Storm water Permit.

C. The CONSULTANT will prepare a Plan Assembly required for receipt of bids by the COUNTY for items of work including grading, drainage, paving, striping, signing and bridge (see SECTION 6). 11).e Plan Assembly will be developed in accordance with the current COUNTY Guidelines and using appropriate approved scale and will include, but not limited to the following sheets: title, index, geometric layout project note sheet, typical sections and special details, summary sheets, summary box sheets, plan and profile, paving layout, traffic control, detour plan, signing, utility, drainage sections for each drainage structure being replaced, soil sheets, erosion and sediment control, roadway cross sections (See SECTION 6 for Bridge Plan Assembly).

D. The finalized Utility Base Sheets will be part of the respective final plan assemblies showing existing and relocation of the utilities.

E. The CONSULTANT will prepare, if needed, any supplemental specifications and special provisions for approval by the COUNTY of any items not covered in the aforementioned Standard Specifications.

F. The CONSULTANT will prepare estimates of quantities and construction costs in accordance with ALDOT Standard Pay Items and descriptions to be provided to the COUNTY.

G. The CONSULTANT will prepare final construction plans, in accordance with the STATE's current CADD Standards and be compatible with Bentley Micro station V8 and InRoads Version 8.2. The construction plans will be formatted such that one-half (1/2) scale drawings may be produced.

H. The CONSULTANT will prepare and submit four (4) sets of plans for the 30% completion review, Plan-In-Hand Inspection, and a P.S. & E. Inspection. After plan revisions have been to the plans by the CONSULTANT, following the and including all comments made during the P.S. & E. Inspection the CONSULTANT will submit final plans, construction estimate and any necessary Special Provisions and contract documents necessary for the project to be Let to Bid by the COUNTY.

I. The CONSULTANT will submit electronic files in DGN format and InRoads format, computation of quantities, electronic pdf's, and all associated ROW maps and sketches associated with the project.

J. The CONSULTANT shall perform Geotechnical services as follows:

The CONSULTANT will perform drilling and sampling in accordance with all AASHTO standards. The CONSULTANT will perform laboratory tests on samples and prepare a formal written Geotechnical report in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface Investigations and Foundation Reports," using qualified geotechnical engineers and geologists. All holes will be logged by a qualified geologist or engineer and signed by a registered engineer. The CONSULTANT will prepare a Materials Report, Slope Study Report, and/or Culvert Report in accordance with ALDOT Procedure 390, "Procedure for Conducting Soil Surveys and Preparing Materials Reports", and when appropriate, ALDOT Procedure 391, "Falling Weight Deflectometer (FWD) Testing Procedure", and ALDOT Procedure 392, "Pavement Evaluation and Distress (Condition) Survey Procedure".

#### DRILLING ONLY <ROADWAY CUT, FILLS)

1. Using project plans the CONSULTANT will:

- a. Develop a drilling plan for approval by the COUNTY and STATE.
- b. Make borings in accordance with AASHTO T-206, and approved drilling plan.
- c. Provide field logs of borings, using the Department's Format.
- d. Take Shelby Samples as outlined in AASHTO T-207 as directed.
- e. Take NX rock cores as outlined in AASHTO T-225 and place in waxed core boxes.
- f. Provide bulldozer for access to holes if necessary.
- g. Provide all required state and Federal permits.

2. All boring logs will be signed and sealed by a Professional Engineer.

3. The CONSULTANT will begin work within 10 working days of the date of receipt of written instruction to proceed.

4. The CONSULTANT will complete all work and submit all samples and boring logs to the STATE within the time period specified in the notice to proceed.

#### DRILLING ONLY (BRIDGES)

1. The CONSULTANT shall perform all items in Section 1 and the following:

- a. Take jar samples from the bent nearest the stream to a minimum of 25 feet below streambed for use in scour analysis. These samples will be taken from the split spoon sampler in each layer of material.

#### DRILLING, TESTING, ENGINEERING

The CONSULTANT shall perform all items in Section 1 and Section 2 according to the type project and the following when required by the STATE.

a. Perform laboratory "tests as outlined in the approved drill plan and notice to proceed.

b. Compile test results and use in preparing a Geotechnical Report according to the type project, i.e. slope study, fill settlement, bridge foundation, according to ALDOT Procedure 398 and/or 390 and instructions given in the notice to proceed.

c. The CONSULTANT will submit one review copy of the Geotechnical Report to the STATE for review and approval. After the Geotechnical Report is finalized, the CONSULTANT will submit ten copies of the final Geotechnical Report and Mylar copies of all boring logs.

#### SECTION 5 - BRIDGE DESIGN AND PLANS

The CONSULTANT will design the foundation (footings) for the pre-engineered bridge structure. CONSULTANT to coordinate compatibility of foundation design with the bridge manufacturer. A complete set of construction drawings/documents/specifications will be developed in accordance with ALDOT and COUNTY standards.

#### ARTICLE IT - OBLIGATION OF COUNTY TO CONSULTANT

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

- A. Provide all traffic data that is deemed necessary by the COUNTY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. 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 III - 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 receipt of 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. Preparation of the final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- 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 IV- 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:

- A. The Lump Sum of Twenty-Four Thousand Two Hundred Eight Dollars (\$24,208) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for corridor study.
- B. The Lump Sum of Nineteen Thousand Five Hundred Fifty-Five Dollars (\$19,555) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Fifteen Thousand Seven Hundred Forty-Seven Dollars (\$15,747) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for right-of-way map and tract sketches.
- D. The Lump Sum of One Hundred Fifty-Eight Thousand Three Hundred Sixty-Two Dollars (\$158,362) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 4 of this AGREEMENT for roadway plans.
- E. The Lump Sum of Eleven Thousand Sixty Dollars (\$11,060) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 5 of this AGREEMENT for bridge plans.
- F. For the work contemplated under this AGREEMENT the CONSULTANT will be compensated a maximum lump sum amount of Two Hundred Twenty-Eight Thousand Nine Hundred Thirty-Two Dollars (\$228,932). 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 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 V - 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 EXTENSIONS

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 unsatisfactory performance 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 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 any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. 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 this 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 regulation's 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 VI 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 VII

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 VIII

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 IX

Act 2016-312

Contractor certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this 7<sup>th</sup> day of December, 2016.

RECOMMENDED:  
GOODWYN, MILLS AND CAWOOD, INC.

Tracy Pate, PE  
Interim Director/County Engineer

Keith Strickland, P.E.  
Department Manager

ATTEST:  
ALABAMA  
Millie Diliberto  
Minute Clerk

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

Communications was read from Roads and Transportation regarding requests from the following utility companies for Excavation Permits:



Request from Cullman/Jefferson Gas to install 1,530' of gas line replacement on Mann Drive in Tarrant.

Request from Alabama Gas Corporation to install 8,005' of 6" gas main on Lou George Loop in Bessemer.

Request from AT & T Corporation to install 277' of buried cable at 7150 Jefferson Metro Parkway.

Request from AT & T Corporation to install 218' of aerial cable and 100' of buried cable at 1300 5<sup>th</sup> Place NW in Center Point.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-995

WHEREAS, Jefferson County, Alabama is required to obtain Alabama Department of Environmental Management permits, concerning storm water run-off from construction, excavation, land clearing, or other land disturbance activities and associated areas for the Bridge Replacement on Mt. Olive Road - JCP-37-08-01 Project.

WHEREAS, the County for the purpose of complying with the State's Alabama Department of Environmental Management requirements certification.

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approve the following payment transaction(s) upon the recommendation of Interim Director of the Department of Roads and Transportation as follows:

Alabama Housing Finance Authority	\$100.00
Wickstead Sanitary Sewer Replacement Project	
Domit Investment Group, LLC	\$3,500.00
Five Points Sanitary Sewer Project	
William B. Cashion	\$5,100.00
Wickstead Sanitary Sewer Replacement Project	
Miracle Deliverance Temple Church of God, Inc.	\$1,000.00
South Park Pump Station Elimination Project	
J.T. Smallwood, Tax Collector	\$15,415.89
Storm Water Fees and Taxes GS/ESD	
Western Steel Inc.	\$16,200.00

Wickstead Sanitary Sewer Replacement Project

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-997

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and the Birmingham Water Works Board to provide reimbursement for the relocation of water lines to facilitate a bridge replacement on Mt. Olive Road in the amount of \$1,484,850.00.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a gravity main sewer in Alabama Highway 150 in the City of Hoover.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Maxx Clean Car Wash 1 LLC for the construction of a gravity main sewer in the right-of-way of Alabama Highway 150 in the City of Hoover, at no cost to the county.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-999

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT Project No. ACIMF-1059 (385), 1-59/20 CBD Bridge Replacement in an amount not to exceed \$1,803.00 between Jefferson County and Volkert, Inc. This reimbursable Agreement provides for construction management services associated with the sanitary sewer relocation required to accommodate ALDOT Project No. ACIMF-1059 (385), 1-59/20 CBD Bridge Replacement in the City of Birmingham.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1000

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Nearen Construction Company

for construction at the shades Valley Waste Water Treatment Plant Complex in the amount of \$2,810,005.00 as follows;

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Shades Valley WWTP Complex Storage Additions such certified bids having been opened on Wednesday, August 10, 2016 and listed as follows:

	Contractor	Amount Bid
1.	Nearen Construction Co., Inc.	\$2,810,005.00
2.	Wyatt General Contractor, LLC	\$2,944,572.00
3.	Battle Miller Construction Corp.	\$3,274,069.00

WHEREAS, after tabulation and certification by the consulting engineer Gresham Smith and Partners and reviewed by the Environmental Services staff, it has been recommended that the contract for the Shades Valley WWTP Complex Storage Additions be awarded to Nearen Construction Co., Inc., in the amount of \$2,810,005.00.

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

DEC-7-2016-1001

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Jefferson County, Alabama v. Hendon Engineering Associates, Inc., and Robert Holbrook, Civil Action No. CV-2010-901471, that the President is hereby authorized to execute the necessary documents to facilitate same, and that the Commission is authorized to accept payment from Hendon Engineering Associates, Inc.'s professional liability insurance carrier in exchange for the settlement and release of the County's claims against the Hendon Engineering Associates, Inc., and Robert Holbrook.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

DEC-7-2016-1002

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter(s) approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

- UAB Health Systems and Physicians \$914,430.00

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1003

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION WITH RESPECT TO THE EXPENDITURE OF FUNDS FROM THE INDIGENT CARE FUND PURSUANT TO THE PROVISIONS OF ACT 387 ENACTED AT THE 1966 REGULAR SESSION OF THE ALABAMA LEGISLATURE

WHEREAS, the Jefferson County Commission provides funds to the Jefferson County Sheriff for the operations of the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriff uses said funds to operate the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff is required by law to provide medical care and treatment for inmates incarcerated in the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff provides medical care and treatment to incarcerated inmates at medical clinics within the Jefferson County Jails and, when necessary, at the outpatient clinics, emergency clinics, in-patient services and at other medical facilities located in Jefferson County; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment include indigent persons of the County suffering from illness, injury, disability, or infirmity; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment at times include indigent persons of the County; and

WHEREAS, the Jefferson County Sheriff has determined the funds allocated by the Jefferson County Commission for the 2017 fiscal year are insufficient for him to provide inpatient medical care and treatment to the aforesaid incarcerated inmates while fulfilling the other duties imposed upon him and his office under federal and state law; and

WHEREAS, the cost to provide for the remainder of FY 2017 in-patient medical care and treatment to the aforesaid incarcerated inmates is \$3,500,000.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to provide the Jefferson County Sheriff with \$3,500,000 in FY 2017 from the Indigent Care Fund, defined in and established by Act 387 enacted at the 1965 Regular Session of the Alabama Legislature. These funds shall be used solely to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County who were provided medical services at medical facilities located in Jefferson County and under contract with the Sheriff. The Sheriff will utilize the same-indigent eligibility standards as used by Jefferson County, a copy of which is attached hereto as Exhibit A. (on file in the Minute Clerk's Office)

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to enter into a written agreement with the Jefferson County Sheriff whereby, as a condition of the Jefferson County Sheriff's receipt of the aforesaid \$3,500,000 in FY 2017 the Sheriff shall agree to maintain documentation to verify which inmates at the Jefferson County Jails are indigent persons of the County, and shall further agree to re-pay to the Indigent Care Fund any such portion of the aforesaid \$3,500,000 in FY 2017 not necessary to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1004

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission approves the appointment of Mr. Chris Willis to serve on the Jefferson County Vacation Leave Bank Board for a term expiring December, 2019, be and hereby is approved.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1005

Be it resolved by the Jefferson County Commission that the following persons be reappointed to serve on MPO Policy Committee and MPO Advisory Committee.

MPO Policy Committee

Representative  
Commissioner Jimmie Stephens  
Commissioner Joe Knight  
Commissioner David Carrington  
Mr. Dan Biles  
Mrs. Tracy Pate

Proxy  
Chris Willis  
Zach Brooks  
Mr. Othell Phillips  
Evan Williams  
Mr. Ken Boozer

MPO Advisory Committee

Representative  
Commissioner Joe Knight  
Mr. Dan Biles  
Mrs. Tracy Pate

Proxy  
Zach Brooks  
Mr. Evan Williams  
Mr. Ken Boozer

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1006

STATE OF ALABAMA  
DATE: December 7, 2016

COUNTY OF JEFFERSON AGENCY AGREEMENT The Jefferson County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Code of Alabama 1975, section 17-4-30, and collecting reimbursements from the State Election Expenses Account associated with compliance with Code of Alabama 1975, section 17-4-31. The County Commission understands that the Secretary of State will be paying postage on the voter notifications

required by Code of Alabama 1975, section 17-4-30(a), for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Election Expenses Account pursuant to Code of Alabama 1975, section 17-4-31.

The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of Code of Alabama 1975, section 17-4-31.

James A. Stephens, President  
Jefferson County Commission

Acceptance by the Secretary of State:  
John H. Merrill, Secretary of State

RESOLUTION BY JEFFERSON COUNTY, ALABAMA, COMMISSION

WHEREAS Code of Alabama 1975, section 17-4-30 requires the Jefferson County Board of Registrars to implement a voter file maintenance process, and

WHEREAS Code of Alabama 1975, section 17-4-31 requires the Jefferson County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

WHEREAS the Alabama Secretary of State has indicated that his office is willing to serve as the agent for the Jefferson County Commission for purposes of paying postage costs and collecting reimbursements for such costs from the State Election Expenses Account as provided for in Code of Alabama 1975, section 17-4-31, now therefore

BE IT RESOLVED BY the Jefferson County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Code of Alabama 1975, section 17-4-30 and collecting reimbursements for such costs from the State Election Expenses Account as provided by Code of Alabama 1975, section 17-4-31 and now

BE IT FURTHER RESOLVED that the Chairperson of the Jefferson County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

Adopted this 7th day of December, of the year 2016.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1007

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby authorizes a Resolution to approve compensation for Annie-Marie Adams, Jefferson County Circuit Clerk, for serving as Absentee Elections Manager for the General Election held on November 8, 2016. The Absentee Elections Manager served 46 days with compensation of \$200.00 per day for a total of \$9,200.00. Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's Opinion dated June 28, 2002 and Act No. 2006.327.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

DEC-7-2016-1008

WHEREAS, the Glennwood Fire District notified the residential property owners of a vacancy on the Fire Board and requested resumes; and

WHEREAS, the Fire Board is requesting that Ms. Joanne H. Adcock be re-appointed to the Fire Board; and

WHEREAS, Joanne H. Adcock wishes to be re-appointed to the Glennwood Fire District Board of Jefferson County; and,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Joanne H. Adcock is hereby re-appointed to the Glennwood Fire District Board of Jefferson County for a five year term ending December 30, 2022.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above resolution be and is hereby adopted. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

DEC-7-2016-1009  
Unusual Demands  
12/7/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount
10001006	COMMISSION SUPPORT	100150	CAWACO RC&D COUNCIL INC	Membership Dues - 2017	3000.00
TOTAL					3000.00
10001007	COUNTY MANAGER	100794	INTERNATIONAL CITY/COUNTY MGT ASSOC	MEMBERSHIP DUES - DAN BILES MEMBER# 818625	1400.00
10001007	COUNTY MANAGER	100794	INTERNATIONAL CITY/COUNTY MGT ASSOC	TONY PETELOS - ICMA Renewal Member # 422215	1400.00
TOTAL					2800.00
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE FOR TITLE REMITS-BATCH#7552 104.45	104.45
TOTAL					104.45
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	CLE BRENT GRAINGER 11-18-16	25.00
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	CLE SHAWNNA SMITH 11-18-16	25.00
TOTAL					50.00

10002200	INFORMATION TECHNOLOGY	102657	BUTLER, ROOSEVELT	Travel Reimbursement for R. Butler	476.96
TOTAL					476.96
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED FUEL CONDITIONER FOR GSOC	14.99
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REPAIR ON FIRE ALARM AT BESS CH	245.00
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE 2" ALUMINUM ANGLE FOR BHAM CH FLAT LOT	16.56
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 6-3/4 PVC FOR BHAM CH FLAT LOT	13.38
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SILICONE FOR BHAM FLAT LOT	9.98
TOTAL					299.91
10002404	GEN SERVICES-UTILITIES	133543	BROWN MECHANICAL CONTRACTORS, INC	G1504 TOM GLOOR-REIMBURSE TEMP POWER BILL	3396.93
TOTAL					3396.93
10002810	PAYROLL	100061	AMERICAN PAYROLL ASSOCIATION	140013-Valerie McGregory	219.00
TOTAL					219.00
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	FLAT TIRE REPAIR ON HOMELAND SECURITY TRAILER	86.99
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	PROPANE REFILL HOMELAND SECURITY KITCHEN	76.13
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	CABLES NEEDED TO COMPLETE SET UP FOR MACC	218.92
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	ADAPTORS NEEDED FOR VIDEO WALL IN MACC CENTER	25.04
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEES FOR LEVIES	48.00
TOTAL					455.08
10004140	SF CORRECTIONS-BH	100193	JEFFERSON CO TREASURER	HARD DRIVE NEEDED FOR DOJ INSPECTION	90.99
TOTAL					90.99
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	HOT/COLD HOSES TO INSTALL WASHING MACHINES	33.96
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	MICROWAVE FOR SOUTH TAPE MEASURER	88.83



10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	CORD & WIRE PROTECTOR	11.48
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	FLAT CABLE FOR NETWORK, HOSE NOZZLE	34.55
TOTAL					168.82
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Janitorial/Kitchen Supplies	159.92
TOTAL					159.92
10004300	CORONER	100193	JEFFERSON CO TREASURER	Morgue scrubs	116.92
TOTAL					116.92
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	QCP REGISTRATION FEE FOR BETH KORNEGAY	269.00
TOTAL					269.00
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	MOWER PARTS, CDL FEES, GAS, MISC TOOLS & SUPPLIES	635.58
TOTAL					635.58
60407100	ESD GENERAL ADMINISTRATION	134624	FRY/ JONES CONSTRUCTION INC	REFUND SEWER IMPACT 109109	7099.10
TOTAL					7099.10
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	UNIFORM SHIRTS, CABLES, TIRE REPAIR INSERTS	366.49
60407230	SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	CDL PORTION OF LICENSE, JACKETS, FENCE POST	130.13
TOTAL					496.62
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL FILTERS;JUMP DRIVES;REGULATORY;STEEL FLANGES;	301.72
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	DOOR LOCK;OIL FILTERS;TOGGLES;AB COIL;	251.27
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	ALUMINUM OXIDE;PORTABLE BELT SANDER & SAND PAPER;	436.26
TOTAL					989.25
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	LIQUID DISH DET & AUTOMATIC DISH DET.	14.91
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	PLY WOOD	33.42

60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	POSTAGE STAMPS FOR OFFICE DEPT 7250	18.80
<b>TOTAL</b>					<b>67.13</b>
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	NEW CDL CLASS B FOR T. DANIELS DEPT. 7253	20.00
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CDL TEST FOR L. GRADY DEPT. 7253	25.00
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	2 PINS AND A SWIVEL HASP DEPT 7253	21.18
<b>TOTAL</b>					<b>66.18</b>
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	OVERHEAD DOOR SERVICE CALL FOR T.V. INSP.	220.00
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	WELDING GROUND CLAMP	13.99
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	TREATMENT FOR TOILETS IN T. V. CAMERA TRUCKS	80.97
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	ANODE ROD WITH DRAIN FOR THE HOT WATER HEATER	19.99
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	THE UPS STORE, SHIPPING OF CAMERAS TO BE REPAIRED	43.99
<b>TOTAL</b>					<b>378.94</b>
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	gloves, hardware, tape, sprayer and oil for Cahaba	337.62
<b>TOTAL</b>					<b>337.62</b>
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	TANK SPRAYER, ELECTRICAL PARTS, SEALANT, KEYS,	882.99
<b>TOTAL</b>					<b>882.99</b>
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Fuses for UV system	18.25
<b>TOTAL</b>					<b>18.25</b>
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CAPS, SAMPLE BOTTLES	118.80
<b>TOTAL</b>					<b>118.80</b>
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for blinds at warrior	135.72
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for gasket material	5.99
<b>TOTAL</b>					<b>141.71</b>
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req CGarner snacks hoses rat poison bearings belts	688.38

TOTAL					688.38
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator II Training Class	11.00
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM Re-certification for Kimberly Passmore	285.00
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Postage for ADEM Certified Letter	7.36
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator II Training Class	8.00
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Fuel for County Vehicle	33.64
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator II Training Class	11.98
TOTAL					356.98
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BALL VALVE	103.53
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FIRST AID CABNET SUPPLIES	144.40
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	CORBIN KEYS	15.00
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FUEL FILTER	32.05
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	LOCKS HASP AND KEYS FOR TERRY LANE	35.20
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BATTERY	55.00
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BREAKER	43.30
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	FUEL FILTER	36.06
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BEARING	9.00
TOTAL					473.54
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	POSTAGE;TRANSMITTERS;	299.28
TOTAL					299.28
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Mileage Reimb for Jody Lecheler 10/21/16 - 11/4/16	47.52

70101720	PERSONNEL BOARD ADMIN	130669	TARA BRYANT	2016 Fire Captain Assessor - Tara Bryant	291.32
70101720	PERSONNEL BOARD ADMIN	135211	JOHN BAILEY	2016 Fire Captain Assessor - John Bailey	186.58
<b>TOTAL</b>					<b>525.42</b>
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage for PBJC Emp. Becky Lopez for 10/03-05/16	21.60
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb. J Johnson Mileage for 10/11-18/16	39.96
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb Mileage - J Johnson for 10/18-19/16	46.98
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb Mileage to J Johnson for 10/21-28/16	36.18
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Reimb Mileage for Megan Krueger 10/26/16-11/8/16	44.82
70101750	PERSONNEL BOARD TESTING	105557	ANTHONY COLE	Assessor Services - A Cole 9/25=29/16	253.52
70101750	PERSONNEL BOARD TESTING	125167	DEBORAH BRYARS	2016 Fire Captain Assessor - Deborah Bryars	422.00
70101750	PERSONNEL BOARD TESTING	125893	KEN MACINNES	2016 Fire Captain Assessor - Ken Macinnes	200.60
70101750	PERSONNEL BOARD TESTING	128789	DEBORAH MILLS	Assessor Services D Mills for 9/25-29/16	621.80
70101750	PERSONNEL BOARD TESTING	130680	MELANIE SILVA	2016 Fire Captain Assessor - Melanie Silva	176.20
70101750	PERSONNEL BOARD TESTING	131868	SIDNEY CARROLL	2016 Fire Captain Assessor - Sidney Carroll	177.00
70101750	PERSONNEL BOARD TESTING	132577	BRENDA BRIGGS	Assessor Services - B Briggs 9/25-29/16	477.08
70101750	PERSONNEL BOARD TESTING	132599	JAYSON EDGE	Assessor Services J Edge - 9/25-29/16	225.08
70101750	PERSONNEL BOARD TESTING	132602	LUCIOUS MCDADE	2016 Fire Captain Assessor - Lucious McDade	240.56
70101750	PERSONNEL BOARD TESTING	132657	DOUGLAS POOL	2016 Fire Captain Assessor - Douglas Pool	674.72
70101750	PERSONNEL BOARD TESTING	132659	GREG WILD	2016 Fire Captain Assessor - Greg Wild	292.40
70101750	PERSONNEL BOARD TESTING	133821	CHARLES MURRELL	Assessor Services by C Murrell on 9/25-29/16	564.02

70101750	PERSONNEL BOARD TESTING	134245	WENDY MAJTYKA-HARTMAN	Fire Captain Assessor - Wendy Majtyka-Hartman	198.76
70101750	PERSONNEL BOARD TESTING	134291	EZRA ROBINSON	2016 Fire Captain Assessor - Ezra Robinson	295.64
70101750	PERSONNEL BOARD TESTING	135212	TODD CARSON	2016 Fire Captain Assessor - Todd Carson	319.64
70101750	PERSONNEL BOARD TESTING	135213	DERECK CASSADY	2016 Fire Captain Assessor - Dereck Cassady	674.72
70101750	PERSONNEL BOARD TESTING	135214	RONALD FIFE	2016 Fire Captain Assessor - Ronald Fife	125.00
70101750	PERSONNEL BOARD TESTING	135215	KEITH GOLDEN	2016 Fire Captain Assessor - Keith Golden	162.42
70101750	PERSONNEL BOARD TESTING	135360	ED GONZALES	2016 Fire Captain Assessor Ed Gonzales	250.60
TOTAL					6541.30
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PETTY CASH 11-16-16	474.66
TOTAL					474.66
GRAND TOTAL					\$ 32,199.71

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Unusual be and is hereby approved. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

DEC-7-2016-1010

PURCHASING DIVISION AGENDA REPORT  
For Week of 11/04/2016 – 11/10/16  
Committee Meeting DECEMBER 6, 2016  
For Commission Approval  
DECEMBER 7, 2016

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

PREPARED NOVEMBER 14, 2016

1. THERE ARE NO PURCHASING ITEMS TO REPORT.

PURCHASING DIVISION AGENDA REPORT  
For Week of 11/11/16 – 11/17/16  
Committee Meeting DECEMBER 6, 2016  
For Commission Approval  
DECEMBER 7, 2016

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

PREPARED NOVEMBER 18, 2016

1. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM MAYFIELD DAIRY FARMS, LLC, MCMINN, TN, TO AWARD BID FOR REDUCED FAT ICE CREAM & FROZEN NOVELTIES FOR THE PERIOD OF 12/07/2016 – 12/06/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 1 – 17

REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR PURCHASING ASSOCIATION OF CENTRAL ALABAMA FROM GADSDEN MUSIC COMPANY, INC., GADSDEN, AL 35902 TO AWARD BID FOR THE PURCHASE OF BAND INSTRUMENTS FOR THE PERIOD OF 12/07/2016 – 12/06/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 10 – 17

REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES WWTP (SEWER MAINTENANCE) FROM PORT CITY PIPE, MOBILE, AL, TO AWARD BID FOR MANHOLE RISER RINGS FOR THE PERIOD OF 12/07/2016 – 09/30/2019. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 11 – 17

REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM LINDE GAS / LIFE GAS, MURRAY HILL, NJ, TO AWARD BID FOR MEDICAL GASES FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. 1ST RENEWAL.

REFERENCE BID # 125 – 15

REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT  
For Week of 11/18/16 – 11/24/16  
Committee Meeting DECEMBER 6, 2016  
For Commission Approval  
DECEMBER 7, 2016

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

PREPARED NOVEMBER 28, 2016

1. RECOMMENDED FOR GENERAL SERVICES FROM ADI, BIRMINGHAM, AL, TO AWARD BID FOR LOW VOLTAGE SUPPLIES FOR THE PERIOD OF 12/07/2016 – 12/06/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 21 – 17  
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR VILLAGE CREEK WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, TO RENEW BID FOR REPLACEMENT PARTS AND ACCESSORIES FOR TROJAN U. V. SYSTEM FOR THE PERIOD OF 11/01/2016 – 10/31/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. FIRST RENEWAL

REFERENCE BID # 143 – 15  
REFERENCE MUNIS BID # N/A

3. RECOMMENDED TO OPEN PURCHASE ORDER FOR GENERAL SERVICES FROM ADI, BIRMINGHAM, AL, FOR LOW VOLTAGE SUPPLIES FOR THE PERIOD OF 12/07/2016 – 12/06/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

MUNIS PURCHASE ORDER # N/A  
REQUISITION # 16

\$70,000.00

TOTAL

PURCHASING DIVISION AGENDA REPORT  
ADDENDUM NO. 1  
For Week of 11/18/2016 – 11/24/16  
Committee Meeting DECEMBER 6, 2016  
For Commission Approval  
DECEMBER 7, 2016

SHEET 1

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

PREPARED DECEMBER 1, 2016

1. RECOMMENDED FOR SHERIFF’S OFFICE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM UNIFORMS MFG. CO, SCOTTSDALE, AZ, TO RENEW BID FOR INMATE CLOTHING FOR THE PERIOD OF 11/06/2016 – 11/05/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. 1ST RENEWAL.

REFERENCE BID # 137 – 15

REFERENCE MUNIS BID # N /A

2. RECOMMENDED FOR GENERAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM UNIFORMS MFG. CO, INC., SAN BENITO, TX, TO RENEW BID FOR WORKER RAGS FOR THE PERIOD OF 12/03/2016 – 12/02/2017. TO BE PURCHASED ON AN AS NEEDED BASIS. 1ST RENEWAL.

REFERENCE BID # 145 – 15

REFERENCE MUNIS BID # N /A

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Purchasing Report(s) be hereby approved. Voting “Aye” George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1011

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/04/16 – 11/10/16, 11/11/16 – 11/17/16, and 11/18/16 – 11/24/16, BE AND HEREBY IS APPROVED.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Encumbrance Report(s) be hereby approved. Voting “Aye” George Bowman, Joe Knight, and Jimmie Stephens.

---

**STAFF DEVELOPMENT  
MULTIPLE STAFF DEVELOPMENT**

**Board of Equalization**

Roy Stodghill, Shannon Davis, David Hinkle Advanced Appraisal Concepts Montgomery, AL – February 12-17, 2017	825.00
Roy Stodghill	816.15
David Hinkle*	653.46
Shannon Davis Advanced Appraisal Concepts Montgomery, AL – February 12-17, 2017 * February 13-17, 2016	816.15

**Inspection Services**

David Cowan*	150.00
Stan Smith	150.00
David Cowan	150.00
HVAC Cert Test	
*Jeff State Shelby Campus others TBD date TBD	

**INDIVIDUAL STAFF DEVELOPMENT**

**Board of Registrars**



Barry Stephenson Goelections User Conference Auburn, AL – December 16, 2016	50.00
<b>Revenue</b>	
Bruce Thompson Tax Audit Atlanta, GA – December 18-23, 2016	1,514.50
Wesley Moore Tax Audit Columbus, OH – January 8-14, 2017	2,135.46
<b>FOR INFORMATION ONLY</b>	
<b>Emergency Management Agency</b>	
James Coker ACCA Montgomery, AL – December 7-8, 2016	363.35
<b>Personnel Board</b>	
Jim Greene Auburn Career Fair Auburn, AL – October 26-27, 2016	222.27
<b>Sheriff</b>	
K W Grant Supervisor Leadership East Point, GA – December 4-9, 2016	1,587.74
Clyde Money Nathan Nichols Hostage Negotiations Birmingham, AL – December 12-16, 2016	495.00 495.00
Jason Mize Advanced Practical Homicide Investigation Columbus, GA – November 13-18, 2016	1,421.70
Larry Williams Social Media and Technical Skills Huntsville, AL – November 20-22, 2016	285.44
Joni Money Crisis Negotiation Situations Birmingham, AL – December 12-16, 2016	495.00

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Staff Development Report(s) be hereby approved. Voting "Aye" George Bowman, Joe Knight, and Jimmie Stephens.

---

DEC-7-2016-1012

A - Position Changes and / or Revenue Changes

EMA \$10,591.18  
Increase revenue and expenditures to record a reimbursement from Colonial Pipeline.  
No Additional Funds Required

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Position Changes and/or Revenue Changes Report be approved. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify Jefferson Credit Union Visa Credit Card Statement with a closing date of November 3, 2016.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1014

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a PACA Agreement with HHH Sanitation Inc., as follows;

STATE OF ALABAMA  
JEFFERSON COUNTY

CONTRACT ID: CON-00008164  
BID NO.: 14-16

CONTRACT AMENDMENT NO. 1

This Amendment to the Contract entered into this 24th day of October by and between Jefferson County, Alabama, hereinafter called "the County" and HHH Sanitation Inc. located at 3685 Industrial Parkway, Birmingham, AL 35217 hereinafter called "the Contractor". The effective date of this agreement shall be January 7, 2017.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor wishes to amend the contract.

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

The original contract between the parties referenced above, was approved by the Jefferson County Commission on the 4th day of February 2016, and recorded in Minute Book 169, Pages 301-304, and is hereby amended to reflect the following:

Item 6. Amend Terms of Agreement and Authorization to Perform Work:  
January 7, 2017 to January 6, 2018.

Add the following Terms to contract as follows by adding:

Act 2016-312 Prohibition Against Boycotting Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

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

JEFFERSON COUNTY, ALABAMA

Date: December 7, 2016

James A. (Jimmie) Stephens  
Commission President

Authorized Representative  
HHH Sanitation Inc.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1015

WHEREAS, Jefferson County, Alabama, on behalf of the Jefferson County Elections Commission has contracted with AMT Staffing in an effort to provide temporary personnel to provide seasonal support for the Circuit Clerk Absentee Ballot Offices and the Board of Registrars; and

WHEREAS, based on estimates provided by the utilizing parties, Jefferson County initially approved a "not to exceed" amount of \$150,000 on July 27, 2016; and

WHEREAS, based on new estimates by the utilizing parties, the current "not to exceed" amount of \$150,000 for the AMT Staffing contract is inadequate to compensate for services to be rendered through the end of December; and

WHEREAS, the various departments utilizing this contract have budgeted funds available for these services and do not require any additional funding;

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the current "not to exceed" amount of \$150,000 be increased to \$230,000 for the term of this contract, and the Jefferson County Commission, by and through its various departments is hereby authorized to spend the said amount for staffing services from AMT Staffing.

ADOPTED: December 7, 2016

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1016

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Birmingham Landmarks, Inc. in the amount of \$50,000.00 as follows;

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Birmingham Landmarks, Inc. ("Birmingham Landmarks"), applied for a grant of funds for \$50,000.00; and

WHEREAS, Birmingham Landmarks is a 501(c)(3) organization which seeks funding for replacement of the air conditioning system at the historic Alabama Theatre; and

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

WHEREAS, the Jefferson County Commission has recommended funding of \$50,000.00 to Birmingham Landmarks, 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, 2017.
2. The County shall pay to Birmingham Landmarks a lump sum payment of \$50,000.00 upon execution of this agreement.
3. Birmingham Landmarks shall use the public funds to assist in the replacement of the air conditioning system at the historic Alabama Theatre.

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

4. Birmingham Landmarks shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2017, whichever shall occur first.

5. Birmingham Landmarks shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may

be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Birmingham Landmarks for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

Date: December 7, 2016

James A. Stephens, President

Jefferson County Commission

BIRMINGHAM LANDMARKS, INC.

Authorized Representative

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the YWCA Central Alabama in the amount of \$2,500.00 as follows;

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the YWCA Central Alabama ("YWCA"), applied for a grant of funds for \$2,500.00; and

WHEREAS, YWCA is a 501(c)(3) organization which seeks funding for its Supervised Visitation and Exchange Program, which supports the cost of a center which provides a place for visitation and exchange of children involved in family disputes which include domestic violence, threats of child abduction, drug or alcohol abuse, and other issues; and

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

WHEREAS, Commissioner David Carrington has recommended funding of \$2,500.00 to YWCA, 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 November 30, 2017.
2. The County shall pay to YWCA a lump sum payment of \$2,500.00 upon execution of this agreement.
3. YWCA shall use the public funds to assist in funding its Supervised Visitation and Exchange Program, which supports the cost of a center which provides a place for visitation and exchange of children involved in family disputes which include domestic violence, threats of child abduction, drug or alcohol abuse, and other issues.

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

4. YWCA shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Carrington a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 31, 2017, whichever shall occur first.

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

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

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

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

Date: December 7, 2016

James A. Stephens, President  
Jefferson County Commission

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1018

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Motorola Solutions in the amount of \$680,409.96.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1019

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Barr's Appraisal Service for an estimate of the market value of requested property, Chalkville Landing Apartments, in the amount of \$3,800.00.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1020

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Barr's Appraisal Service for an estimate of the market value of requested property, Eagle View Apartments, in the amount of \$3,800.00.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that by unanimous consent the following item(s) be added as New Business. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

A Public Hearing was held to hear comments in regards to the Jefferson County Public Park and Recreation Boards issuance of revenue bonds and intent to refinance Bond Debt. There being none, the following action was taken.

DEC-7-2016-1021  
RESOLUTION FOR  
APPROVAL OF BONDS PURSUANT TO  
SECTION 147(f) OF THE INTERNAL REVENUE  
CODE OF 1986, AS AMENDED  
(YMCA – GREYSTONE PROJECT)

WHEREAS, The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$4,000,000 (the "Bonds") to provide financing for the benefit of the Young Men's Christian Association of Birmingham, an Alabama non-profit corporation (the "YMCA");

WHEREAS, the Board proposes to use the proceeds of the Bonds to refinance the Board's Revenue Bonds (YMCA Project-Greystone Branch), Series 2010B, which are currently outstanding in the aggregate principal amount of approximately \$3,245,000 and which provided original financing and refinancing for the acquisition of certain fitness, athletic and recreation facilities (the "Bond Financed Facilities"). The Bond-Financed Facilities include (1) approximately 8.6 acres of real property located at 5414 Highway 280 in Shelby County, Alabama, (2) a building of approximately 46,500 square feet that is used as YMCA facility for the wellness, fitness and exercise of youth and families, and (3) equipment used in connection with operations at the Bond-Financed Facilities, including exercise and fitness equipment, furniture and office equipment. The Bond-Financed Facilities are located wholly within unincorporated Shelby County, Alabama, which consented to the Board's original financing of the Bond-Financed Facilities in accordance with applicable law;

WHEREAS, the Board currently leases the Bond-Financed Facilities to the YMCA, which is the manager or operator thereof;

WHEREAS, the Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by the YMCA and any other revenues or receipts derived by the Board from the Bond-Financed Facilities. The lease agreement between the Board and the YMCA will provide for the payment of rentals by the YMCA sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Board will pledge the rentals and other receipts from the Bond-Financed Facilities for the benefit of the holders of the Bonds. The Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, Shelby County, Alabama, or any other political subdivision of the State of Alabama. The Bonds will not be payable from any tax revenues;

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in Commission's chambers at the Jefferson County Courthouse in Jefferson County, Alabama at 9 a.m. on December 7, 2016; notice of such hearing was given by publication in The Birmingham News on November 16, 2016, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing;



NOW, THEREFORE, BE IT RESOLVED, that the County Commission hereby consents to and approves the issuance of the Bonds by the Jefferson County Public Park and Recreation Board for the purposes set forth herein. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and this consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the County Commission or Jefferson County, Alabama.

This Resolution shall become effective immediately.

Dated: December 7, 2016.

James A. Stephens  
Chairman of the Jefferson County Commission

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

DEC-7-2016-1022  
RESOLUTION FOR  
APPROVAL OF BONDS PURSUANT TO  
SECTION 147(f) OF THE INTERNAL REVENUE  
CODE OF 1986, AS AMENDED  
(YMCA – HWY 150 Project)

WHEREAS, The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$8,000,000 (the "Bonds") to provide financing for the benefit of the Young Men's Christian Association of Birmingham, an Alabama non-profit corporation (the "YMCA");

WHEREAS, the Board proposes to use the proceeds of the Bonds to refinance the Board's Revenue Bonds (YMCA Project-Highway 150 Branch), Series 2010A and the Board's Revenue Bonds (YMCA Project-Highway 150 Branch), Series 2011A, which are currently outstanding in a combined aggregate principal amount of \$7,657,712 and which provided original financing for the acquisition, construction and equipping of certain fitness, athletic and recreation facilities (the "Bond Financed Facilities"). The Bond-Financed Facilities will include (1) approximately 9.6 acres of real property located 2250 Highway 150, which is at the corner of Highway 150 and Shades Crest Road in the City of Hoover, Jefferson County, Alabama, (2) an existing building of approximately 53,000 square feet, (3) renovations, additions, and improvements to such building necessary in order for it to be used as a YMCA facility for the wellness, fitness and exercise of youth and families, and (4) equipment useful in connection with the proposed operations at the Bond-Financed Facilities, including exercise and fitness equipment, furniture and office equipment. The Bond-Financed Facilities will be located wholly within the City of Hoover, Jefferson County, Alabama;

WHEREAS, the Board proposes to lease the Bond-Financed Facilities to the YMCA, as the initial manager or operator thereof;

WHEREAS, the Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by the YMCA and any other revenues or receipts derived by the Board from the Bond-Financed Facilities. The lease agreement between the Board and the YMCA will provide for the payment of rentals by the YMCA sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Board will pledge the rentals and other receipts from the Bond-Financed Facilities for the benefit of the holders of the Bonds. The Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, the City of Hoover, Alabama or any other political subdivision of the State of Alabama. The Bonds will not be payable from any tax revenues; and.

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in Commission's chambers at the Jefferson County Courthouse in Jefferson County, Alabama at 9 a.m. on December 7, 2016; notice of such hearing was given by publication in The Birmingham News on November 16, 2016, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing;

NOW, THEREFORE, BE IT RESOLVED, that the County Commission hereby consents to and approves the issuance of the Bonds by the Jefferson County Public Park and Recreation Board for the purposes set forth herein. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and this consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the County Commission or Jefferson County, Alabama.

This Resolution shall become effective immediately.

Dated: December 7, 2016.

James A. Stephens  
Chairman of the Jefferson County Commission

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that by unanimous consent the following item(s) be added as New Business. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

DEC-7-2016-1023

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby agrees upon the appointment of Michael Morrison to serve on the Jefferson County Vacation Leave Bank Board for a term expiring December 2019.

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that the above Resolution be adopted. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

---

Comments from Commissioner George Bowman regarding his invitation from Governor Kempthorn to participate on a panel of twenty-four to discuss featured topic; Extreme Civility and Respect, on December 15, 2016 in Washington, D.C. Results of the panel's discussion will go to Donald Trump, President Elect's cabinet.

Comments from Commissioner Knight regarding his request and/or desire to serve as the liaison for the Jefferson County Public Park and Recreation Board.

Thereupon the Commission Meeting was recessed.

---

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 10:00 A.M. Tuesday, December 20, 2016.

James A. Stephens  
President

ATTEST:  
Millie Diliberto  
Minute Clerk