

STATE OF ALABAMA)

JEFFERSON COUNTY) February 23, 2017

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 1:08 P.M., James A. Stephens, President, presiding and the following members present:

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

Invocation was led by Pastor Joe Comer of Horizon Church and the Pledge of Allegiance led by Othell Phillips, District 5 Chief of Staff.

The Commission met in Work Session on Tuesday, February 21, 2017, and moved for approval the following Committee items be placed on the February 23, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1-8.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-9, and 1 addendum item.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-10, and 1 addendum item.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had item 1-2.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-38 and 1 addendum item.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington, that the Minutes of February 9, 2017, be accepted as presented and approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Presentation made by Commissioner Sandra Little Brown recognizing the retirements of the Honorable Helen Shores Lee and the Honorable Houston L. Brown, for their dedicated service to their communities and the citizens of Jefferson County.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that Resolutions 1 through 46, be adopted as presented. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-23-2017-107

WHEREAS, on February 15, 2017, a busbar system feeding electrical distribution equipment at the Five Mile Creek WWTP catastrophically failed, completely shutting off utility and stand-by power delivery to the influent and intermediate pump stations and caused power interruption to critical treatment processes. Through redundancy in the electrical infrastructure design and commendable efforts of the

ESD staff, the on-call electricians were able to redirect a minimally sufficient power supply to affected equipment advertising treatment process upset, NPDES permit compliance violations, and environmental harm;

WHEREAS, the replacement of the failed busbar system and the testing of the other busbar systems and electrical equipment in the vicinity of the explosion is required to bring the Five Mile Creek WWTP to full capacity for the treatment of expected flows;

WHEREAS, if not repaired immediately, this lack of electrical distribution capacity poses a threat to the health, safety, convenience and welfare of the community and may cause potential regulatory violations,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the County Manager is authorized to direct Stone and Sons Electrical Contractors, 2530 Queenstown Road Birmingham, AL 35210, to purchase the needed electrical components and perform the labor necessary to return the electrical distribution to full capacity and reliability as directed.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-108

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute an agreement between Jefferson County, Alabama and CH2M Hill Engineer, Inc. The contract is for a three (3) year period and will allow the county to meet the Clean Water Act and Sewer Consent Decree obligations. The amount of the contract is \$600,000.00.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Unusual Demands Report
02/22/2017

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc
10001007	COUNTY MANAGER	132908	ASSOCIATION OF COUNTY	ANNUAL ADMINISTRATOR DUES	375.00	1879

TOTAL						375.00		
10001200	COUNTY ATTORNEY		100193	JEFFERSON TREASURER	CO	BRADY RIGDON MILEAGE 01-07-17	13.38	188
TOTAL						13.38		
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED ONE CASE OF 2-CYCLE OIL FOR GSOC	136.80	187
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	ONE PKG OF COAT HOOKS AND 10 MOLY BOLTS FOR FLAT L	5.29	187
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED 2-MISC. FITTINGS FOR GSOC	6.58	187
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED 20 KEY BLANKS AND 1 CUT KEY FOR BJC	11.00	187
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED DRILL BIT SETS FOR BHAM CJC	93.43	188
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED WELDING SUPPLIES FOR GSOC	76.29	188
10002401	GEN ADMIN	SERV-	100193	JEFFERSON TREASURER	CO	PURCHASED 4 KEYS FOR 2121 BLDG	4.00	188
TOTAL						333.39		
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	BALLS FOR RECREATIONAL EXERCISE IN JAIL FACILITY	89.91	186
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	CDL REQUIRED TO DRIVE BUS FOR TRANSPORT OF INMATES	56.50	186
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	HEAVY DUTY NAIL TRIMMER FOR K9 [DRUG DOG]	31.86	186
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	REPLACE OLD MAT TO HELP PROTECT NEW CARPET	39.99	186
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	POSTAGE STAMPS FOR OFFICE USE	49.00	187
10004110	SF ENFORCEMENT - BHAM		100193	JEFFERSON TREASURER	CO	LEDGER BOOKS FOR NARCOTICS	21.58	187
TOTAL						288.84		
10004400	INSPECTION SERVICES		100193	JEFFERSON TREASURER	CO	Petty Cash for Supplies	3.96	187

10004400	INSPECTION SERVICES	100193	JEFFERSON TREASURER	CO	Petty Cash for computer cable	19.99	187
10004400	INSPECTION SERVICES	100193	JEFFERSON TREASURER	CO	Petty Cash for Fed Ex	8.39	187
10004400	INSPECTION SERVICES	100193	JEFFERSON TREASURER	CO	Petty Cash for In town mileage	18.90	187
10004400	INSPECTION SERVICES	100193	JEFFERSON TREASURER	CO	Petty cash for Feex	26.75	187
10004400	INSPECTION SERVICES	128323	AMERIGAS		Refund to Amerigas for 2 gas permits	100.00	187
TOTAL						177.99	
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON TREASURER	CO	Petty cash Lunch for Planning and Zoning Board	54.95	187
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON TREASURER	CO	Petty Cash for lunch for Planning and Zoning Board	81.53	187
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON TREASURER	CO	Petty Cash for Webinar	79.00	187
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON TREASURER	CO	Petty cash to reimburse Mike Tho for registration	100.00	187
10004800	STORMWATER MANAGEMENT	100193	JEFFERSON TREASURER	CO	Petty Cash for lunch for BZA	54.04	187
TOTAL						369.52	
10006000	HUMAN RESOURCES ADMIN	134140	MICHAEL STALVEY		ASSESSOR AUTO EXPENSES/PER DIEM 12/28-12/30, 2016	455.00	187
10006000	HUMAN RESOURCES ADMIN	135350	DELESHIA YOUNGBLOOD		ASSESSOR EXPENSES/PER DIEM DECEMBER 29-30, 2016	146.12	187
10006000	HUMAN RESOURCES ADMIN	135493	CHANICE ALEXANDER		ASSESSOR PER DIEM DECEMBER 29-30,2016	50.00	187
10006000	HUMAN RESOURCES ADMIN	135543	ZACHARY AUBOL		ASSESSOR EXPENSES/PER DIEM 12/5-9, 2016	454.02	187
10006000	HUMAN RESOURCES ADMIN	135613	SEAN NADJI		ASSESSOR EXPENSES/PER DIEM 12/28-12/30, 2016	508.46	188
10006000	HUMAN RESOURCES ADMIN	135614	NICOLAS JEFFERSON		ASSESSOR EXPENSES AND PER DIEM 12/28 TO 12/30,2016	631.04	188

10006000	HUMAN RESOURCES ADMIN	135615	GLEND A YOUNG	ASSESSOR EXPENSES/PER DIEM	209.84	188
TOTAL					2454.48	
10006310	FAMILY COURT ADMIN	100193	JEFFERSON TREASURER	CO Renewal of Sam's Club Membership	45.00	188
TOTAL					45.00	
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit MWCarter	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit AHicks	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit VJones	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit CHill	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit RLynch	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit NBoler	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit BCardwell	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Ala Human Trafficking Summit JHandley	50.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Doing What Matters for Ala Children GREasor	25.00	188
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON TREASURER	CO Doing What Matters for Ala Children KWilliams	25.00	188
TOTAL					450.00	
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON TREASURER	CO ROOFING FELT,RRBOOTSBOBBY,SAFETYGLASSES,MISC,BRI DG	482.80	186
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON TREASURER	CO CDL APP&FEE, RR BOOT JERRY STEWART, SM EQUIP PARTS	474.36	187
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON TREASURER	CO RR BOOTS ERIC HALL, OIL FILTERS, CHAINS BAR	340.49	188
TOTAL					1297.65	

21305500	ROADS TRANS MNT	AND HWY	100193	JEFFERSON TREASURER	CO	PROJECTOR TO BE USED FOR TRAINING PURPOSES - BESS.	469.20	187
21305500	ROADS TRANS MNT	AND HWY	100193	JEFFERSON TREASURER	CO	CDL RENEWAL, TOOLS, KEYS, CHAIN, MACHINE PARTS	187.56	187
21305500	ROADS TRANS MNT	AND HWY	100193	JEFFERSON TREASURER	CO	CDL RENEWAL, LOCK BOX - CAMP BESSEMER	79.98	188
TOTAL							736.74	
21305600	ROADS TRANS MNT	AND KET	100193	JEFFERSON TREASURER	CO	CDL RENEWAL (JAMES LAY), SHOP SUPPLIES - KETONA	48.38	188
TOTAL							48.38	
21401301	BOARD EQUALIZATION	OF	100193	JEFFERSON TREASURER	CO	UDPC-Colburn, JM-ipad case cords	32.79	187
TOTAL							32.79	
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		Pro Rated Admin Fee 2005A4 1/1/17 - 3/1/17	339.49	187
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		Prorated Admin Fee 2005B 1/1/17-3/1/17	339.49	187
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		2004A School Admin Fees 1/1/17-12/31/17	4200.00	188
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		2005A1 SCHOOL ADMIN FEES 01/01/17- 12/31/17 US BK	2100.00	188
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		2005A2 ADMIN FEES SCHOOL 1/1/17-12/31/17 US BANK	2100.00	188
35006900	FINANCE-DEBT SERVICE		107938	U S BANK		2005A3 ADMIN FEES SCHOOL 1/1/17-12/31/17 US BANK	2100.00	188
TOTAL							11178.98	
60407240	PUMP STATIONS		100193	JEFFERSON TREASURER	CO	COUPLER;BELTS;SCREWS;WASHERS;LOCK NUTS;	492.57	187
60407240	PUMP STATIONS		100193	JEFFERSON TREASURER	CO	SURE-FLEX FLANGE ELASTOMER CPLGS W/FREIGHT	344.40	187
60407240	PUMP STATIONS		100193	JEFFERSON TREASURER	CO	TEE;STRAPS;HANGAR;PVC CEMENT;ADAPTERS;CHAIN;BELTS;	117.44	188
TOTAL							954.41	
60407250	SEWER MAINTENANCE ADMIN	LINE	100193	JEFFERSON TREASURER	CO	KEYS, CERTIFIED LETTER, DOOR BELL,WASHER	53.87	188
TOTAL							53.87	

60407270	TELEVISION INSPECTION	100193	JEFFERSON TREASURER	CO	PRE-MIX, CDL RENEWAL, SHIPPING CHG, GLUE, CEMENT,	87.59	187
TOTAL						87.59	
60407301	CAHABA RIVER WWTP	100193	JEFFERSON TREASURER	CO	maintenance supplies: washers, valves, sharkbites,	166.79	186
60407301	CAHABA RIVER WWTP	100193	JEFFERSON TREASURER	CO	USPS mailings, pipe tape, ball valves, filter,	109.01	187
TOTAL						275.80	
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON TREASURER	CO	VALVES; BATTERIES; INK; CHLORIMETER; SUPPLIES;	1026.62	188
TOTAL						1026.62	
60407303	LEEDS WWTP	100193	JEFFERSON TREASURER	CO	Postage for annual air permit	13.18	187
TOTAL						13.18	
60407304	TRUSSVILLE WWTP	100193	JEFFERSON TREASURER	CO	FIRST CLASS POSTAGE, RETURN RECEIPT	26.36	187
TOTAL						26.36	
60407306	VALLEY CREEK WWTP	100193	JEFFERSON TREASURER	CO	req. cgarner filter postage plywood starter fluid	576.02	187
60407306	VALLEY CREEK WWTP	100193	JEFFERSON TREASURER	CO	req cgarner brushes hose clamp bushing chain switc	442.47	188
TOTAL						1018.49	
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON TREASURER	CO	BEARINGS	204.73	188
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON TREASURER	CO	PVC FITTINGS AND VALVES	204.08	188
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON TREASURER	CO	PLOWBOLTS	47.50	188
TOTAL						456.31	
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON TREASURER	CO	poision	7.56	188
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON TREASURER	CO	KEYS	10.14	188
TOTAL						17.70	
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON TREASURER	CO	GREASE GUN;SHOES;POSTAGE;SUPPORT GRIPS;CONDUIT;	395.83	187

60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON TREASURER	CO	PEX RING;FLARE;PRESS SWITCH;TEE SHIRTS;	359.66	188
TOTAL						755.49	
60407330	BIO SOLIDS	100193	JEFFERSON TREASURER	CO	2 IGNITION KEYS FOR PETERBUILT TRUCK E933217	15.99	187
TOTAL						15.99	
70204500	EMERGENCY MANAGEMENT AGENCY	100277	CITY OF HOOVER - FINANCE DEPT		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	2098.00	186
70204500	EMERGENCY MANAGEMENT AGENCY	100548	CITY OF VESTAVIA HILLS		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	370.72	186
70204500	EMERGENCY MANAGEMENT AGENCY	120562	BESSEMER FIRE DEPARTMENT		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	1428.75	186
70204500	EMERGENCY MANAGEMENT AGENCY	126293	CONCORD FIRE DEPARTMENT		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	258.92	186
70204500	EMERGENCY MANAGEMENT AGENCY	134326	ROCKY RIDGE FIRE DISTRICT		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	239.32	186
70204500	EMERGENCY MANAGEMENT AGENCY	135395	MCADORY AREA FIRE DISTRICT		HAZMAT REIMB. COLONIAL PIPELINE INCIDENT 10-31-16	1386.40	186
TOTAL						5782.11	
GRAND TOTAL						\$ 28,286.06	

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Unusual Demands Report be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

David Hinkle	296.84
Roy Stodghill	296.84
ACA Exam	
Auburn, AL – March 16-17, 2017	

General Services

Denaman Peyton	473.24
Louis Walters	914.99
Workshop Certification	
Raleigh, NC – April 29 – May 3, 2017	

Inspection Services	
Greg Hollis	150.00
Ted Williams	150.00
Local class coding requirements Hoover, AL – February 3, 2017	

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization	
Keith Fravert	933.02
Advanced Appraisal Concepts Montgomery, AL – February 13-17, 2017	
Lisa Meuse	2,578.23
ESRI User Conference San Diego, CA – July 9-14, 2017	
Commissioner District 1	
George Bowman	3270.80
NACo Legislative Conference Washington, D.C. – February 24 – March 2, 2017	
Commissioner District 5	
David Carrington	46.01
EDAA Winter Conference Montgomery, AL – January 30 – February 1, 2017	
Community and Economic Development	
Deborah Sasser	325.18
EDA RLF Loan Training Atlanta, GA – March 7-8, 2017	
Cooper Green	
William Smith	2,303.88
Healthcare Financial Management Las Vegas, NV – February 19-22, 2017	
Huichuan Lin	1,962.67
Nurse Practitioner Conference Nashville, TN – April 19-22, 2017	
Clifford Hopson	1,162.28
User Conference St Louis, MO – April 30 – May 3, 2017	
Coroner	
William Yates	998.37
Alabama Coroner Association Conference Orange Beach, AL – April 10-13, 2017	
County Manager	
Dan Biles	1,060.85
ICMA Conference Gatlinburg, TN – April 27-29, 2017	

Revenue

Daren Lanier Association of Alabama Tax Administrators Conference Montgomery, AL – February 19-22, 2017	841.89
Tracee Horton Collections Law Birmingham, AL – February 14, 2017	199.00
Bruce Thompson Tax Audit Deerfield Beach, Miramar and Sunrise, FL – March 4-11, 2017	2,751.50

FOR INFORMATION ONLY**Personnel Board**

Michael Glaze Training Certification Orlando, FL – March 19-23, 2017	1,344.72
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Sheriff

Daniel Billings	1,909.50
Gary Gillilnad	1,909.50
William Pharr	1,909.50
Advanced Explosion Breaching Fallsintgton, PA – February 25 – Mar 2, 2017	
William Powell	400.00
Huel Lovell	400.00
Brian Allison	400.00
Dylan Misso	400.00
Cody Christeson	400.00
Brian Youngblood	400.00
Traffic Homicide Investigation Hoover, AL – April 3-14, 2017	
Anthony Williams	650.00
FBI Leadership Conference Birmingham, AL – February 27 – March 3, 2017	
Andy Woodard	1,593.80
CISCO ICND 1 Atlanta, GA – April 23-28, 2017	
C M Mobley	4,018.70
Affirmative Action Training Atlanta, GA - March 19-26, 2017	
Rekita Jackson	199.99
Psychopharmacology Conference Birmingham, AL – March 7, 2017	
Rekita Jackson	75.00
Ethics of Mental Health Professionals Birmingham, AL – February 3, 2017	

Ryan Murkerson Crash Data Analyst Pelham, AL – January 9-13, 2017	675.00
Jeremy Barbin Interviewing and Understanding Sexual Deviant Behavior Birmingham, AL – February 13-17, 2017	325.00
Wendell Major FBINAA Conference Washington, DC – July 29 – August 3, 2017	2,757.50

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Staff Development Report(s) be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

POSITION CHANGES AND/OR REVENUE CHANGES

State Courts Increase funds to cover the Constable’s cost that were inadvertently left out of the budget process due to Munis mapping errors. Additional Funds Required	\$250,000.00
Commission Support Increase revenues and expenditures to record a donation from the Health Department to be used for the County's Community Grant Program.	\$157,000.00
Probate Increase revenues and expenditures to cover the upcoming special elections, \$244,000 to be reimbursed by the State of Alabama.	\$450,000.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Position Changes and/or Revenue Changes be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-109

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 01/27/17 – 02/02/17, and 02/03/17 – 02/09/17, BE AND HEREBY ARE APPROVED.

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

FEB-23-2017-110
PURCHASING DIVISION AGENDA REPORT
For Week of 01/27/17 – 02/02/17
Committee Meeting FEBRUARY 21, 2017
For Commission Approval

FEBRUARY 23, 2017

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 FEBRUARY 3, 2017

1. RECOMMENDED FOR GENERAL SERVICES FROM J. BRANDT RECOGNITION, LTD., FORT WORTH, TX, TO AWARD BID FOR SERVICE PINS FOR THE PERIOD OF 01/23//2017 - 01/22/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 27 - 17R
REFERENCE MUNIS BID # 17017

2. RECOMMENDED FOR SHERIFF'S OFFICE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM PRECISION DELTA CORP., RULEVILLE, MS, TO AWARD BID FOR AMMUNITION FOR THE PERIOD OF 01/23/2017 - 01/22/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 28 - 17
REFERENCE MUNIS BID # 17018

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM PUMP & PROCESS EQUIPMENT, INC., BIRMINGHAM, AL, TO AWARD BID FOR ALUMINUM SLIDE GATES FOR THE PERIOD OF 02/22/217 - 02/21/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 32 - 17
REFERENCE MUNIS BID # 17022

4. RECOMMENDED FOR COUNTY JAIL FROM CORNERSTONE DETENTION PRODUCTS, MADISON, AL , TO RENEW BID FOR THE PURCHASE OF JAIL MATTRESSES FOR JEFFERSON COUNTY SHERIFF'S FOR THE PERIOD OF 10/01/2016 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FINAL RENEWAL

REFERENCE BID # 150 - 15
REFERENCE MUNIS BID # N/A

PURCHASING DIVISION AGENDA REPORT

For Week of 02/03/17 – 02/09/17

Committee Meeting FEBRUARY 21, 2017

For Commission Approval

FEBRUARY 22, 2017

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 FEBRUARY 10, 2017

1. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR FAIRBANKS MORSE 10"X12" MODEL E5445 PUMP AND INSTALLATION FOR CAHABA RIVER WWTP FOR THE PERIOD OF 03/01/2017 - 02/29/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40 - 17
REFERENCE MUNIS BID # 17034

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Purchasing Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-111

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- o Jefferson Credit Union Bank Visa Credit Card Statement with a closing date of February 3, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Credit Card Statement be ratified. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-23-2017-112

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 Mirth Connect d/b/a Medsphere for medical record systems and medical billing systems interface throughout the clinics in the amount of \$21,200.00.

STATE OF ALABAMA)

CONTRACT NO.: 00006075

JEFFERSON COUNTY)

Contract Amendment III

This is Amendment III to the Contract entered into the 9th day of October, 2014 between Jefferson County Commission d/b/a/ Cooper Green Mercy Health Services, and Quality Systems, Inc., on behalf of its affiliate, Mirth, for part# 700-805-600010 - Mirth Connect Gold annual subscription license, and part # 100-400-600165 - Mirth M1000 Maintenance & Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

Amendment II of the contract between the parties referenced above, which was approved by the Jefferson County Commission on February 18, 2016 and recorded in MB 169; Page (s) 311, is hereby amended as follows:

Amend the term to 3/2/2017 - 3/1/2018, as listed on attached Quote, #31319.

Compensation shall not exceed \$21,200, as provided in the Quote.

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

STATE OF ALABAMA)

CONTRACT NO.: 00006075

JEFFERSON COUNTY)

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

QUALITY SYSTEMS, INC.
Scott Bostick
Authorized Representative
Chief Commercial officer

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-113

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 at Birmingham School of Nursing to amend Exhibit A to include Laura Debiasi, NP, in the amount of \$14,200.00.

STATE OF ALABAMA)

JEFFERSON COUNTY)

CONTRACT NO.: 00006570

Contract Amendment No. III

This Amendment to the Professional Staffing Contract entered between Jefferson County, Alabama, d/ b/a/ Cooper Green Mercy Health Services, hereinafter referred to as " Facility' ' and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham hereinafter referred to as " UAB" to employ certain nurse practitioners who are needed to perform clinical services for CGM HS.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The contract amendment results from Jefferson County Contract No. 00006570. Amendment I of the Contract between the parties referenced above was approved by the Commission on August 31, 2015, recorded in MB: 168, Page (342-343) and Amendment II between the parties which was approved by the Jefferson County Commission on August 11, 2016, recorded in M.B. 170. Pg. 153, is hereby amended effective January 1, 2016 as follows:

1. SERVICES

Amend Exhibit A as attached to include Laura Debiasi, NP

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

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

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA FOR THE
UNIVERSITY OF ALABAMA AT BIRMINGHAM
Timothy R. McMinn
Assistant Vice President of Financial Affairs

COOPER GREEN MERCY HEALTH SERVICES PROFESSIONAL SERVICE AGREEMENT

By and between Cooper Green Mercy Health Services, a tax-exempt organization organized under the laws of the State of Alabama and the University of Alabama at Birmingham on behalf of its School of Nursing. Amount listed is the stipend for providing a Certified Nurse Practitioner at the site(s) indicated. Stipend to include the same percentage of paid leave.

EXHIBIT A for January 1, 2017 -July 31, 2017

<u>Employee</u>	<u>Title</u>	<u>% Effort</u>	<u>Site</u>	<u>Daily Stipend</u>
Annette Hess, PhD	CRNP	20%	Diabetes Clinic	\$697.39
Laura Debiasi, NP	CRNP	20%	Primary Care	\$503.09

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-114

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 New-Tech Computer Systems, Inc., d/b/a PioneerRX for Pharmacy management software license in the amount of \$10,000.00.

PioneerRx System Agreement

This Agreement is entered into on the Effective Date noted on the PioneerRx System Agreement Coversheet ("Coversheet"), which is incorporated herein by reference in its entirety, by and between New-Tech Computer Systems, Inc., dba PioneerRx, hereinafter referred to as "Vendor," and Customer as identified on the Coversheet.

I. SOFTWARE LICENSE

Subject to the terms of this Agreement, Vendor grants to Customer, and the Customer accepts from Vendor, a revocable, non-exclusive, non-assignable and non-transferable object code license to use only for the Customer's internal business purposes in the United States, the version of Vendor's PioneerRx Pharmacy Management Software and all programs, systems, modules and components of same, together with any and all improvements, modifications, upgrades, translations, compilations, updated works, enhancements, fixes and additions thereto and replacements thereof which, from time to time, may be provided to the Customer by the Vendor, all of which are collectively referred to herein as the "Software." This license will be valid as long as it is not terminated or restricted by the terms of this Agreement and the Customer timely pays monthly fees as described in FEES on the Coversheet.

Except as expressly provided in this Article, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by Vendor to Customer or any third party under this Agreement.

The Customer shall not modify, translate, reverse engineer, decompile, rent, sublicense, grant rights to, disassemble, create derivative works based upon, convey, transfer, disclose, copy or otherwise make available to any third person or entity, the Software or any physical embodiment thereof.

Vendor shall rent to Customer a Vendor-owned computer server ("Vendor Hardware") to operate the Software which will be located at the Customer's site. The Software shall only be installed and used at the locations listed in LICENSED LOCATIONS on the Coversheet. In case of disaster, the Customer may request transfer of Software to other equipment for emergency and temporary use, not to exceed 90 days. For purposes of this Agreement, a "disaster" is any act, event or occurrence caused by, or immediately and directly related to, fire, water damage, electrical surge, act of God, civil riot or insurrection, or other such catastrophe which materially affects the use of hardware or software. In the event of such a disaster, the Customer shall notify the Vendor of the nature of the disaster, the location of the backup equipment, and a description of said equipment to which the Software is requested to be transferred, said notification to be sent within two days of the requested transfer. In no event shall the Customer have in use more than one production copy of the Software per Licensed Location at any time. Transfer of the Software in contravention of the terms and conditions of this paragraph may result in termination of the license, in Vendor's sole discretion.

II. SOFTWARE AND VENDOR HARDWARE OWNERSHIP

Vendor warrants that it is the sole owner of the Software, that it has the right to modify and to grant a license for the use of the Software, and that there is no claim by any person or entity which, by said claim, contests the warranties as provided herein.

The Software is proprietary to Vendor and the Parties intend that Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Software, and the Vendor does not, by any means, transfer any right of ownership of the Software to the Customer, the assignee of a Customer, or any third person or entity. No act, word or deed shall vary or alter the status of title in Vendor to the Software. All applicable rights and interests to patents, copyrights, trademarks and trade secrets in the Software, and any derivative works, enhancements or alterations to the Software made at the request of the Customer, are and remain in the Vendor.

Vendor warrants that it is the sole owner of the Vendor Hardware. The Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Vendor Hardware, and the Vendor does not, by any means, transfer any right of ownership of the Vendor Hardware to the Customer, the assignee of a Customer, or any third person or entity. Customer shall have no right, title or interest in the Vendor Hardware. Customer shall not transfer, sublease, assign, and permit liens to be placed upon, or in any way encumber the Vendor Hardware.

III. VENDOR-CREATED SOFTWARE AND CONFIDENTIALITY

The Customer shall not, and shall not permit any other person or entity to copy, duplicate, recreate, or reverse engineer any embodiment of the Software without the consent of the Vendor. The Customer shall limit the persons who have access to the Software to those persons who use said Software for the normal business operations of the Customer. THE CUSTOMER SHALL NOT KNOWINGLY PROVIDE ACCESS TO THE SOFTWARE TO ANY PERSON OR ENTITY WHO IS EMPLOYED BY OR HAS A CONTRACTUAL RELATIONSHIP WITH ANY COMPETITOR OF VENDOR.

If any court order or regulatory agency should require, or attempt to require, disclosure of or access to the Software, then the Customer shall immediately notify the Vendor of same and shall assist the Vendor in assuring that the Software and all Proprietary Information remain confidential. The Customer agrees to take all reasonable precautions to secure and protect all Software in a manner consistent with the Vendor's rights and to take such reasonable action as is necessary to satisfy the Vendor that said Software is protected.

In addition to the above, both Vendor and Customer have made and will continue throughout the term of this Agreement to make available to the other party confidential and proprietary materials and information ("Proprietary Information"). All material and information provided by one party to the other relating to the business, technology, policies, procedures, customers and forms of that party or any of its affiliates, including information previously divulged or delivered relating to the aforementioned subject matter is hereby designated as and considered to be Proprietary Information. Each party shall maintain the confidentiality of the other's Proprietary Information and will not disclose such Proprietary Information without the prior written consent of the other party. In addition, neither party shall use the other party's Proprietary Information except as contemplated herein. It is understood that the obligations set forth above in this section do not apply to materials or information that (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; (b) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information without restriction on disclosure; (c) are generally furnished to others by the disclosing party without restriction on disclosure; (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; (e) are provided to third parties in accordance with Article XV, Vendor Data Use and REMS Programs; or (f) are independently developed by the receiving party without the use of Proprietary Information of the disclosing party. In the event of a material breach in the terms and conditions of this Article by any party to this Agreement, then and in such event, the non-breaching party shall be entitled to seek immediate injunctive relief and, in addition, such other relief as may be provided in law and in equity.

Neither party shall use the name, logo, or trademarks of the other without the other's prior written approval. However, Customer grants Vendor the right to include Customer's name and contact information in a Customer or reference list provided that said list includes other customers of Vendor and that it is not an advertisement.

Vendor further retains the right to disclose any information necessary to comply with any applicable laws or regulatory obligations or as described in Article XV Vendor Data Use and REIMS Programs.

IV. SOFTWARE WARRANTIES AND LIMITATIONS OF LIABILITY

The Vendor warrants that the Software will conform, in substantially all material operational features, to Vendor's Documentation. Documentation for the purposes of this Article, shall mean only the online help utility incorporated into the Software and the PioneerRx University as they exist at the date of completion of installation (as that process is described in Article V below) and as they may be updated from time to time, at Vendor's sole discretion. The Vendor further warrants that the Software shall support applicable jurisdictional requirements. These warranties shall begin upon installation of the Software and continue until the first anniversary of this Agreement. If the Customer discovers a defect in the Software during said warranty period, the Customer shall immediately notify the Vendor of the nature of said defect. Vendor's sole obligation under this warranty is to correct such defect to conform the software to the above referenced documentation. Customer's sole remedy if Vendor fails to make such corrections is to terminate the Agreement in accordance with the terms of Article XII. The Customer is hereby placed on notice of the following warranty limitation as to the Software:

THE ABOVE CONSTITUTES A LIMITED WARRANTY AND IS THE ONLY WARRANTY PROVIDED BY THE VENDOR. THE VENDOR MAKES AND THE CUSTOMER RECEIVES NO. OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THE CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS AS HEREIN PROVIDED. THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE VENDOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOST PROFITS, LOST INCOME, INCREASED EXPENSE, LOSS OF GOOD WILL OR LABOR COSTS). FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL LEGAL AND EQUITABLE CAUSES, OF EVERY KIND AND CHARACTER, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR BY THE CUSTOMER FOR USE OF THE SOFTWARE LICENSE (AND NOT THE EQUIPMENT) IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM.

If the Customer makes, or attempts to make, any modifications to the Software without Vendor's prior written consent, any warranty as stated herein is immediately and without further notice void in all respects. If the Customer makes such modifications and the Vendor elects to not terminate the license, then the Vendor shall evaluate the methods of correction of the defects or difficulties caused by the modifications and provide the Customer with an estimate of the expense in correcting same. Notwithstanding the foregoing, the Vendor is under no duty to correct said defects or difficulties.

V. EQUIPMENT

If this is not a renewal of an existing agreement, Vendor may sell to the Customer certain computer hardware equipment and license or sublicense third party software hereinafter referred to as the "Equipment" as more particularly described in APPENDIX A: Hardware Purchase and Installation Agreements. The Vendor shall also rent to the Customer Vendor Hardware which shall be maintained by and continue to be owned by the Vendor.

If this is a new installation, prior to delivery of said Equipment and Vendor Hardware, the Customer shall prepare and maintain, at its sole expense, a complete and suitable environment for installation of such Equipment and Vendor Hardware, with facilities (including power lines and Internet service) as prescribed by the original equipment manufacturer and Vendor. Failure to provide or maintain such an environment may increase the quoted price or delay installation or interfere with the proper operation of the system. Initial installation of the Equipment and Vendor Hardware, which shall be performed by the Vendor with the assistance and cooperation of the Customer, shall consist of un-crating the Equipment and Vendor Hardware, making necessary connections, and verifying through the successful operation of diagnostic programs that the Equipment and Vendor Hardware is functioning according to manufacturer's specifications. Delivery of all Equipment and Vendor Hardware and charges for installation are included in the quoted price as shown on Appendix

A: Hardware Purchase and Installation Agreements (as otherwise adjusted by the terms of this paragraph). The Customer shall not cause or request unreasonable delays in the implementation of the Software, Equipment and Vendor Hardware installation process. Any unreasonable delays may cause an adjustment to the quoted price, at the Vendor's sole discretion.

The Customer shall make available, for the implementation of the Software, such computer equipment (including a data communications line to be connected to a modem supplied by the Customer) and system software approved by the Vendor which will be adequate for such implementation. The Vendor shall provide trained and qualified employees and/or subcontractors for the installation process. The Vendor shall use reasonable efforts to avoid disruption of the Customer's business. The Vendor shall use reasonable efforts to resolve installation problems and Customer inquiries during the installation and training process.

The Customer hereby assumes and shall bear the entire risk of loss or damage to the Vendor Hardware, including but not limited to causes such as deliberate damage or tampering, theft, or casualties such as fire or flood. No loss or damage to the Vendor Hardware or any part thereof shall relieve any obligation of Customer under this agreement. Customer may include Vendor Hardware on its casualty insurance policies. If Vendor Hardware fails under normal, intended use, Vendor will repair or replace the Vendor Hardware.

If in Vendor's discretion it becomes necessary to replace Vendor Hardware, Vendor will provide the replacement Vendor Hardware and, through normal customer support services, assist Customer in setting up the Vendor Hardware and moving the Customer's data to the replacement Vendor Hardware. Up to ten business days from Customer's receipt of the replacement Vendor Hardware will be allowed for this transition. No later than ten days after Customer receives the replacement Vendor Hardware, Customer shall return ship the original Vendor Hardware to Vendor, at Vendor's expense. After the 10 day transition period, if Customer has not returned the original Vendor Hardware to Vendor, Vendor may begin to charge Customer the then-current rental rate for both the original and the replacement Vendor Hardware and may continue to do so until the original Vendor Hardware is returned.

VI. TITLE TO EQUIPMENT

Title to any and all items of Equipment sold under this Agreement shall pass to the Customer upon payment of the initial deposit. However, the Customer shall, at Vendor's request, execute a security agreement and financing statement in a form (as provided by the Vendor) which shall provide security for payment of all amounts remaining due under this Agreement.

VII. EQUIPMENT WARRANTIES AND LIMITATIONS OF LIABILITY

ALL WARRANTIES RELATING TO EQUIPMENT SOLD OR RENTED TO THE CUSTOMER

UNDER THIS AGREEMENT SHALL BE LIMITED TO THOSE WARRANTIES AS PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, AND VENDOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO SAID EQUIPMENT. IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, INCREASED EXPENSE, EXPENSES RELATED TO RECOVERY OR RESTORATION OF LOST DATA, OR LOSS OF GOOD WILL) ARISING FROM OR RELATING TO THE EQUIPMENT SOLD OR RENTED TO THE CUSTOMER EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OR FORESEEN ABILITY OF SUCH DAMAGES. FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL CAUSES, WHETHER NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR FOR VENDOR HARDWARE IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. FURTHER, THE CUSTOMER AGREES THAT THE VENDOR WILL NOT BE LIABLE FOR ANY LOST PROFITS, NOR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY.

VIII. COOPERATION

Both Vendor and Customer acknowledge that complete compliance with the terms and conditions of this Agreement will require the good faith cooperation by the Customer. In order to effectuate such compliance, the Customer agrees as follows:

A. the Customer shall provide and maintain a suitable environment for the Equipment, Vendor Hardware and Software and reasonable access to same. A "suitable environment" is an environment:

1. with sufficient electrical supply and outlets to support the equipment and services provided under this Agreement.
2. that is of sufficient size to store and operate the Equipment, Vendor Hardware and Software.
3. that is safe, comfortable and accessible to the Vendor for training and installation purposes.

B. Customer shall be professional and cooperative with Vendor in all matters relating to the services and support to be provided hereunder and provide such access to Customer's premises, personnel using the Software, Equipment and Vendor Hardware and such other accommodations and other facilities as may reasonably be requested by Vendor for the purposes of performing the installation, training, maintenance and support. Customer shall respond promptly to any Vendor request to provide information, access, authorizations or decisions that are reasonably necessary for Vendor to perform installation, training, maintenance and support in accordance with the requirements of this Agreement and provide such Customer materials, information or access as Vendor may reasonably request to carry out the installation, training, maintenance and support in a timely manner.

If Vendor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Vendor shall not be deemed in breach of its

obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

C. The Customer shall immediately disclose to the Vendor the existence or potential existence of Software, Equipment, or Vendor Hardware problems or deficiencies known to or discovered by the Customer.

IX. CONSULTING AND TRAINING SERVICES

During the initial installation process, Vendor shall provide to the Customer at least 16 (sixteen) hours of training in conjunction with the installation process to familiarize Customer with the use of the Software. During the training and installation process, all of Vendor's employees, agents, and representatives who are at the Customer's site shall comply with all lawful and reasonable policies of the Customer as those policies relate to premises security and lawful codes of employee conduct to the extent Customer advises the Vendor of such policies. Customer will notify the Vendor of any noncompliance, including a description of the noncompliance, and the Vendor shall take appropriate action in accordance with the Vendor's personnel policies.

X. PRICE AND PAYMENT

Customer shall pay to the Vendor the amounts set forth in FEES on the Coversheet and APPENDIX A: HARDWARE PURCHASE AND INSTALLATION AGREEMENTS as attached hereto and made a part hereof. Terms of payment for items described on the Sales Order shall be as stated in APPENDIX A: HARDWARE PURCHASE AND INSTALLATION AGREEMENTS.

Setup, installation, conversion and training fees are non-refundable. Within 30 days of receipt, Equipment may be returned for a refund less any discounts applied and subject to a 15% restocking fee, if such Equipment is in resalable condition.

The amounts specified in FEES on the Coversheet for monthly license, support and rental fees are subject to change on an annual basis, from the date of initial installation, in an amount not to exceed five percent (5%) per year since the last price increase as if prices had increased each year. All license, maintenance, and support charges will be paid monthly and are non-refundable.

Payments are due thirty (30) calendar days from the date of the invoice. Late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, but no less than \$5.00 per month.

If any invoice is not timely paid as provided herein, Vendor may, in addition to any other right or remedy that it may have under this Agreement or at law or in equity, suspend Customer's use of the Software if Vendor has not received payment in full within fifteen (15) calendar days of Vendor's written demand therefor. Customer shall reimburse Vendor for all costs and expenses, including reasonable attorney's fees, incurred by Vendor in enforcing collection of any monies due to it under this Agreement or recovering any Vendor Hardware.

FEES shall begin to accrue and be charged the first day of the calendar month following the Customer's receipt of the Equipment and Vendor Hardware.

Customer shall keep the Vendor Hardware free and clear of all levies, liens and encumbrances. Customer shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes ("Assessments") arising out of receipts from possession, use or operation of the Vendor Hardware, together with any penalties or interest thereon, imposed by any local state, or federal government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Vendor or Customer. Should Customer fail to timely pay the Assessments, Vendor may pay them and apply the charges to the Customer's account.

XI. DRUG DATABASE ACCESS AND PRICE UPDATES

During the term of this Agreement, the Vendor will provide the Customer access to data including information relating to drug interaction, generic substitution, allergy precautions, and other related material, collectively referred to as the "Drug Database Information." In addition, the Vendor may provide daily price updates on Customer's inventory. The Customer expressly acknowledges that these features are not part of the Software license. VENDOR PROVIDES NO WARRANTY TO THE ACCURACY OF THE DRUG DATABASE OR PRICE UPDATE INFORMATION.

XII. TERMINATION

A. The initial term of this Agreement shall be one (1) year beginning the date the Software is first installed at a Customer's location. After the initial term and the end of each subsequent term, this Agreement shall automatically renew for a term of one (1) year unless terminated by either party prior to the expiration of any term.

B. At any time, the Customer may terminate this Agreement for convenience upon ninety (90) days' written notice to Vendor under the following conditions only:

1. Customer has paid Vendor a \$2800 deposit ("Server Deposit") to secure the return of the Vendor Hardware and the payment of all FEES up to the date of termination or the Vendor Hardware is returned to Vendor, whichever is later. The 90 day notice period begins the day Vendor receives the Server Deposit. All FEES will continue to accrue until the Vendor receives the Vendor Hardware.

2. All payments relating to the purchase price of Equipment, as well as all FEES due up to the date of termination, have been paid in full.

3. The Customer returns to the Vendor all Software licensed under this Agreement and all of Vendor's Proprietary Information.

C. The Vendor may, in its sole discretion, at any time, have the right and option to suspend or terminate this Agreement and all licenses granted hereunder if any of the following occur: 1. Customer breaches the terms and conditions of this Agreement. 2. Customer's business is terminated, suspended, or sold or any federal or state agency assumes control of the business. 3. Customer seeks relief under any bankruptcy laws or is declared insolvent. 4. Customer fails to pay within thirty (30) days from the date due all fees and payments due under this Agreement.

D. In the event of the occurrence of an act or event which, under the terms of this Agreement, gives either party the right to terminate or suspend said Agreement, the non-breaching party shall notify the breaching party in writing of the existence of said act. Upon notification of said act, the breaching party shall have thirty (30) calendar days following receipt of the notice to cure the conduct of which the non-breaching party has complained, except for Customer's failure to pay, in which case Customer shall have fifteen (15) calendar days following receipt of the notice to cure the nonpayment. If a Customer breach has not been cured within the applicable cure period, the Vendor shall have the right to collect any outstanding amounts due and to immediately terminate the Agreement and the license. If a Vendor breach has not been cured within the applicable cure period, the Customer's sole remedy shall be the right to immediately terminate the Agreement and the license.

E. Upon the expiration or earlier termination of this agreement, Customer shall return the Vendor Hardware to Vendor in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by delivering the Vendor Hardware at Vendor's cost and expense to such place as Vendor shall specify. The Server Deposit, less any remaining FEES due, shall be refunded to Customer upon Vendor's receipt of Vendor Hardware.

XIII. ACTIONS FOLLOWING TERMINATION

Within ten (10) days of termination, the Customer will remove all Software from its equipment (and warrant in writing it has done same), return to the Vendor all of the Software as defined above, return to the Vendor the Vendor Hardware in good condition, normal wear and tear excepted, and cease any and all attempts to use same. Termination of the license or this Agreement does not relieve the Customer's duties of confidentiality as herein described, which said duties survive termination. If the Customer does not return the Software or Vendor Hardware, the Vendor shall be entitled to such remedies at law and in equity as may be provided by law, including injunctive relief. The Customer acknowledges that the use of the Software in contravention of the terms and conditions of this Agreement would cause irreparable harm to the Vendor which harm may not be recoverable in damages. Therefore, during the term of the resolution of any dispute concerning the terms and conditions of this Agreement, Vendor shall have the right to restrain, by any and all legal or equitable remedies, the unauthorized use of the Software.

XIV. MISCELLANEOUS PROVISIONS

A. Unless the customer is tax exempt, the Customer shall, in addition to the payments required hereunder, pay all use, transfer or other taxes, whether federal, state or local, however designated, which are levied or imposed by reason of this transaction; excluding, however, income taxes on profits which may be levied against Vendor. Customer shall reimburse Vendor for the amount of any such taxes paid or accrued by Vendor as a result of this transaction.

B. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the addresses noted on the Coversheet (or at such other address for a party as shall be specified in a notice given in accordance with this section).

D. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: 1) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or 2) any act, omission or course of dealing between the parties.

E. If any term or condition of this Agreement is found to be invalid, unenforceable or illegal under the laws of the jurisdiction where enforcement is sought whether on the basis of a court decision or of arbitral award applicable to the entire Agreement, then such invalid, unenforceable or illegal term or condition shall not affect the remaining terms and conditions of this Agreement or render such term or condition unenforceable in any other jurisdiction.

F. This Agreement, together with the Coversheet, appendices and exhibits as attached hereto, constitute the sole and entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and executed by both parties. Both Customer and Vendor expressly declare that any previous PioneerRx System Agreement(s) covering any of the Software, Vendor Hardware and/or Equipment described herein are hereby null and void for such Software, Vendor Hardware and/or Equipment.

G. Neither party hereto is, to its knowledge, subject to any restriction from any third party or entity which would prevent its full and complete compliance with this Agreement.

H. Survival. The provisions of Articles II Software and Vendor Hardware Ownership, III Vendor-Created Software and Confidentiality, IV Software Warranties and Limitations of Liability, VII Equipment Warranties and Limitations of Liability, XIII Actions Following Termination, and XIV Miscellaneous Provisions, as well as any other provision that must survive in order to give proper effect to its intent, shall survive any cancellation, termination, or rescission of this Agreement.

I. This Agreement, any rights, duties or obligations hereunder, the license granted hereunder or any Appendices hereto shall not be assigned, transferred, or sublicensed by Customer, whether by merger, consolidation, operation of law or otherwise to any person or entity, in whole or in part, without the prior written consent of the Vendor. Any attempt to do so by Customer shall be null and void.

J. Vendor shall be excused from performing hereunder for any period it is prevented from performing any services pursuant hereto, in whole or in part, as a result of any act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, including shortages or fluctuations in electrical power, heat, light, air conditioning, and such nonperformance shall not be a ground for termination or default.

K. If any legal action or other proceeding, including arbitration or mediation, is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any

of the provisions of this Agreement, the prevailing party shall be paid its reasonable attorney's fees and other costs incurred in that action or proceeding in addition to other relief to which it may be entitled.

L. The rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available to law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

The parties agree that this Agreement is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (UCITA).

N. This Agreement is entered into solely for the benefit of Vendor and Customer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

O. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency relationship. The parties shall be independent contractors and neither party shall have any express or implied right or authority to assume or create obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Each party shall be liable for the acts and omissions of its employees and agents while performing their duties. The execution of this Agreement by each of the individuals whose signature is set forth below has been duly authorized by all necessary corporate action.

P. The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement. Headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. Appendices referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

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

R. Independent Contractor: Vendor 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 Vendor 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 Vendor. Vendor shall not represent itself to any third party as an agent or employee of Jefferson County. Vendor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers' Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

S. Conflict of Interest: Vendor declares that, as of the date of the contract, neither Jefferson County, nor any of the County's employees or any Director or any other Government Official is directly or indirectly interested in this contract or any contract with the vendor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, Vendor pledges that it will notify the Purchasing Manager in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Vendor for which compensation will be sought during the aforesaid period.

In addition, the Vendor declares that as of the date of this contract, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither Vendor nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Vendor for which compensation will be claimed during the period of time this contract is being performed.

T. 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.

XV. DATA USE AND REMS PROGRAMS

A. Data Use. Vendor may, in its sole discretion, develop and include Customer's data in services designed to facilitate patient payment, treatment and healthcare operations. Customer acknowledges that Vendor also participates in various drug manufacturer data reporting programs and expressly grants Vendor the right to provide de-identified prescription data to those programs. Customer also expressly grants Vendor the right to use de-identified data for legislative, research and industry-related purposes or programs.

B. Risk Evaluation and Mitigation Strategies. Risk Evaluation and Mitigation Strategies ("REMS") programs are government-required risk management plans that use risk minimization strategies beyond the professional labeling to ensure that the benefits of certain prescription drugs outweigh their risks. PioneerRx enables required reporting so pharmacies are able to participate in various REMS programs. Customer acknowledges that it may be required to complete registration, qualify for eligibility, complete training, fulfill reporting and perform other obligations to meet a Program Sponsor's requirements. Customer authorizes wholesalers/distributors to send full distribution and purchasing data, including without limitation unblinded or unblocked 867 data, for all enrolled Customer locations to switch provider (or its subcontractor) and the Program Sponsor and their respective agents. Customer will execute an additional written data delivery authorization if requested.

Customer shall permit all required reporting for all Program Drug dispensing.

Vendor's software, PioneerRx, will support reporting to the REMS programs, including submission of the required PHI in each billing (claim) request for the Program Drug.

Customer acknowledges that when processing a claim utilizing the switch system under the Program, a billing request for the Program Drug will not pass to the payer, or cash prescription processor, if the prescriber, patient, or Customer enrollment is not verified. Customer further acknowledges that use of a REMS Program drug, may carry severe health risks to the patient and therefore, in addition to the enrollment requirements for prescriber, patient and Customer, the prescription processor may also have additional validation requirements, including acceptable lab results, etc. Customer acknowledges that FDA Assessments may be required for REMS.

Notwithstanding anything in this Agreement to the contrary, Customer hereby authorizes the REMS Administrator, in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended, to access and use its historical and prospective prescriptions claims data processed over REMS processing networks behalf of Customer under the Agreement, including without limitation any distribution or purchasing data from wholesalers of the Program Drugs for purposes of (i) analyzing, identifying, designing and/or enabling a REMS service; (ii) developing communication documentation for such services for both Program Sponsor(s) and Customer; (iii) and to de-identify and use de-identified data to provide the Program Sponsor(s) and prospective program sponsors with reports and information (including any fees paid, which will be aggregated), for purposes of implementing, maintaining, supporting, monitoring or improving the REMS Program, and (iv) any other purpose required by law. These reports may contain information aggregated by NABP number. In addition, Customer

hereby authorizes Emdeon and its subcontractors to include Customer's name in its list of customers who have agreed to participate in Programs where such list may be provided to potential Program Sponsors or distributors of the Program Drug or in a list of customers who are participants in a specific Program.

Customer acknowledges that the FDA or Program Sponsor may mandate modification, suspension or termination of a Program. Relay Health reserves the right to modify, suspend or terminate any REMS service for any reason, without liability to Relay Health.

Addendum #1
To the
PioneerRx System Agreement

This addendum to the PioneerRx System Agreement entered into July 21, 2016 by and between New-Tech Computer Systems, Inc. dba PioneerRx ("PioneerRx") and Jefferson County Commission dba Cooper Green Mercy Health Services ("Customer") is entered into and effective 8/29/2016.

Customer is currently a customer of PioneerRx, using the PioneerRx Pharmacy Management System. PioneerRx and Customer desire to modify the Agreement as follows.

1. The phrase "the terms of this agreement" is deleted from the second paragraph of Article III. Vendor Created Software and Confidentiality.

2. The following sentence is deleted from the second paragraph of Article IV, Software Warranties and Limitations of Liability:

NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INITIAL INSTALLATION OF THE EQUIPMENT.

3. The following is deleted from Article VII, Equipment Warranties and Limitations of Liability: NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INSTALLATION OF THE EQUIPMENT. 4. XIV. Miscellaneous, section K, regarding recovery of prevailing party's legal fees, is deleted in its entirety. 5. The following is deleted from XIV. Miscellaneous, section M:

Any conflict, litigation, arbitration or resolution of any dispute related to or arising from this Agreement or the rights and duties of the parties shall be construed exclusively under the laws of Louisiana. Venue for all such litigation or arbitration shall be exclusively in Shreveport, Louisiana.

6. The following policies are added to the System Agreement as sections Q, R., S., and T. of Article XIV:

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

R. Independent Contractor: Vendor 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 Vendor 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 Vendor. Vendor shall not represent itself to any third party as an agent or employee of Jefferson County. Vendor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers' Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

S. Conflict of Interest: Vendor declares that, as of the date of the contract, neither Jefferson County, nor any of the County's employees or any Director or any other Government Official is directly or indirectly interested in this

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

T. 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.

7. Except as set forth in this Addendum, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will control.

8. The undersigned have executed this Addendum 1, as of the Effective Date shown above.

New-Tech Computer Systems, Inc. dba PioneerRx
dba Cooper Green
Jeff Key
President

Jefferson County Commission

Mercy Health Services
James A. Stephens,
President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Business Associate Agreement between Jefferson County, Alabama and PioneerRX. There is no cost associated with this agreement.

BUSINESS ASSOCIATE AGREEMENT
HIPAA "Omnibus," Final Rule Update

This Agreement is made effective 7/21/2016 by and between Jefferson County Commission d/b/a Coffe Green Mercy Health Services , hereinafter referred to as "Covered Entity", and PioneerRx , hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule"); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as "the HITECH Act" has amended HIPAA and the HIPAA regulations, including HIPAA's Administrative Simplification provisions; and

WHEREAS, amendments to the HIPAA Regulations contained in the HIPAA Omnibus Final Rule became effective on March 26, 2013, and amended HIPAA's Privacy, Security, Breach Notification and Enforcement Rules; and

WHEREAS, The requirements of the HIPAA Administrative Simplification Regulations (including the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules) implement sections 1171-1180 of the Social Security Act (the Act), sections 262 and 264 of Public Law 104-191, section 105 of 492 Public Law 110-233, sections 13400-13424 of Public Law 111-5, and section 1104 of Public Law 111-148.

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, all terms in this Agreement shall have the definitions set forth in the current HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Protected Health Information -- The term "Protected Health Information" (abbreviated as "PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Covered Entity - The term "Covered Entity" (abbreviated as "CE") means 1.) A health plan; 2.) A health care clearinghouse; 3.) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

Business Associate - The term "Business Associate" (abbreviated as "BA") means, with respect to a Covered Entity, a person who: 1.) On behalf of such Covered Entity or of an organized health care arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or, 2.) Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data

aggregation (as defined in § 164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of protected health information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

Business Associates, under the 2013 HIPAA Final Rule amendments, include the following:

- Subcontractors.
- Patient safety organizations.
- HIOs - Health Information Organizations, including Health Information Exchanges (HIEs) and regional Health Information Organizations.
- E-Prescribing gateways.
- PHRs - Personal Health Record vendors that provide services on behalf of a covered entity. PHR vendors that do not offer PHRs on behalf of CEs are not BAs.
- other firms or persons who "facilitate data transmission" that requires routine access to PHI.

HIPAA Rules - The term "HIPAA Rules" means the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic media by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS (A) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA Privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative, Physical, and Technical safeguard requirements.

(b) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.

(c) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

(d) Business Associate agrees that it may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

(e) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

(f) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(g) Breach Disclosures to Covered Entity: Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware; and any security incident of which it becomes aware. Further, Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of 45 CFR 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:

i. A breach is considered discovered on the first day the Business Associate knows or should have known about it.

ii. In no case shall the Business Associate notify the Covered Entity of any breach later than 30 days after a breach is discovered.

iii. Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information, and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

iv. For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

(h) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b) (2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- (i) Business Associate agrees to apply HIPAA's Minimum Necessary Standard to all uses, disclosures, and requests for Protected Health Information, and to make reasonable efforts to limit the Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- (j) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR § 164.524.
- (k) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- (l) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.
- (m) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (n) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section III of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

IV. AVAILABILITY OF PHI

- (a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.
- (b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.
- (c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason, Business Associate agrees to return to Covered Entity all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business associate shall retain no copies of the Protected Health Information in any form or medium.

VI. MISCELLANEOUS Except as expressly stated herein or in the HIPAA Rules, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None

of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Louisiana. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing, For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Covered Entity:

Jefferson County Commission d/b/a Cooper Green Mercy Health Services
1515 6th Avenue South
Birmingham, AL 35233
James A. Stephens
PRESIDENT
2/23/2017

Business Associate:

PioneerRx
408 Kay LN
Shreveport, LA 71115
Wendell Glass, III
HIPAA Security Officer
7/21 /2016

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-116

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 Martin D. Palmer, M.D. dba Medpath Inc., for the purpose of engaging as Laboratory Medical Director in the amount of \$60,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Professional Services Agreement between Jefferson County, Alabama and Khafra Engineers for the demolition and clean-up of the site at Mulga School in the amount of \$32,000.00.

{STATE OF ALABAMA
{JEFFERSON COUNTY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into on February 1, 2017, by and between Jefferson County Commission, hereinafter called "the County, and Khafra Engineers, Architects and Construction Managers, located at 1601 Fifth Avenue North, Birmingham, Alabama 35203 hereinafter called "the Architect."

WHEREAS, the County desires to contract for Professional Architectural Services;

WHEREAS, the Architect desires to furnish said services to the Jefferson County General Services Department for the "Mulga School Demolition and site clean-up" Project2

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

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

SCOPE OF SERVICES: 1. Provide a Phase I Environmental survey to assess the existence and extent of any hazardous materials in the existing structure and the surrounding area where illegal dumping has occurred 2. Provide a topographical survey of the building and approximately 4 acres of land surrounding the site as needed for proper site drainage and fencing 2. Develop plans and AIA specifications and all required construction bid documents as need to successfully demolish the existing structure and remove and properly dispose of all rubbish within the described site. Provide a construction budget estimate, evaluation of contractor qualifications, develop and coordinate project advertisement, conduct pre-bid meeting, conduct bid opening, bid evaluation, bid tabulation, develop AIA Owner Contractor agreement, notice to proceed, contractor submittal reviews, project progress meetings, progress reporting minutes and project closeout document reviews.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 18 months beginning February 1, 2017 through, July 1, 2018 or completion of the specified project.

COMPENSATION: Furnish architectural services on a lump sum basis as follows

1.	Phase I Environmental Survey & Report	8,000.00
2.	Topographical Survey of +/- 4 acres	3,000.00
3.	Architectural & Engineering services, documents, construction Administration	15,000.00
		26,000.00
	Estimated Reimbursable (Advertisement, printing, etc.)	6,000.00

Total Estimated Project Budget

32,000.00

Additional services; Additional services are services provided beyond those defined in the scope of work and will be billed on an hourly basis worked. Additional services are to proceed only with written authorization by the Owner as follows, (Payments Due upon Receipt)

1.	Principle	195.00
2.	Director of Architecture	160.00
3.	Sr. Engineer	130.00
4.	Sr. Architect	125.00
5.	Architect	110.00
6.	Engineer	110.00
7.	Jr. Engineer/Architect	95.00
8.	Engineering designer	85.00
9.	CADD/Technician	70.00
10.	Clerical	65.00

Reimbursable Expenses: Reimbursable expenses will include printing and reprographic services, project advertisement, travel, delivery, courier and shipping services, CADD plots and any miscellaneous in-house and outside expenses incurred while providing said services. Reimbursable expenses are in addition to the estimated fee amount and will be billed on a monthly basis at a rate of (x1.0) times cost. Sub-Consultants fees shall be billed at a rate of (x1.1) times invoiced amount.

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

Client: Khafra Engineers, Architects and Construction Managers
1601 Fifth Avenue North
Birmingham, Alabama 35203

Copy to: Jefferson County Commission
General Services Department
Director of General Services
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

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

PROFESSIONAL SERVICE TERMS AND CONDITIONS

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of County. Should County authorize Architect to subcontract (assign) any portion of this contract, Architect will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Architect must maintain a continuous effective business relationship with the sub Consultant(s) including, but not limited to, regular payment of all monies owed to any sub Consultant. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Engineers to share this commitment. Architect agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

TERMINATION FOR CONVENIENCE: This contract may be terminated by the either Party for convenience with a thirty (30) day written notice to the other Party.

TERMINATION FOR BREACH: 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 Architect of any liability to the County for damages sustained by virtue of a breach by the Engineer.

LIABILITY:

A. The Architect 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.

B. The Architect will indemnify and save harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Engineer, its agents, sub Consultant or employees under this contract County agrees, to the extent allowed by law, to indemnify and save harmless the Engineer, its corporate officers and its employees from claims, suit, action, damage and costs of every name and description resulting from the performance of services to the County its agents, sub Consultant or employees under this contract.

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

INSURANCE: The Architect will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims from which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured by Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Architect is also required to include the bid number on the evidence of insurance. The Architect must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property

damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

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

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

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

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.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is authorized to execute an agreement between Jefferson County, Alabama and 3C Payment to provide direct pay processing for the Flat Lot and Parking Deck of the Jefferson County Courthouse in the amount of \$6,000.00.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-119

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute Amendment #10 is to extend time of agreement 180 days and amend the agreement between Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). This amendment shall add additional construction observation days to the agreement. The cost associated with this amendment shall be \$0. The total cost associated with agreement shall be \$71,000. The new completion date is April 23, 2017. All other terms and conditions shall remain the same. This project is funded with Federal CDBG funds.

Adopted: February 23, 2017

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #10

This is an Amendment #10 to the Contract by and Between Jefferson County, Alabama through the Department of Human-Community Services & Economic Development, hereinafter called "the County", and Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be September 27, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on

September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, and amended on October 29, 2014, in Minute Book 167 Pages 214-214, and amended June 18, 2015, in Minute Book 168, Page 188 and amended

September 10, 2015, in Minute Book 168, Pages 489 and 490, and amended February 4, 2016, in Minute Book 169, Page 266, and as amended on April 21, 2016, in Minute Book 169, Page 487 and as amended on September 8, 2016, in Minute Book 170 Page 183-184, is hereby amended as follows:

The purpose of this Amendment #10 is to extend time of agreement 180 days between Jefferson County Mott McDonald due to Alabama Power pole approval and installation related to the West Highland Water Line Project (CDBG10-03J-U02-WHL). This amendment shall add additional construction observation days to the agreement. The cost associated with this amendment shall be \$0. The new completion date is April 23, 2017. All other terms and conditions shall remain the same. This project is funded with Federal CDBG funds.

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

CONSULTANT
Senior Project Manager

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-120

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #10 and Amendment #9 is to extend the construction time 180 days to the contract between Jefferson County, Alabama and Gillespie Construction LLC, due to Alabama Power pole approval and installation for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost associated with this amendment is \$0. The total cost of the project shall be \$506,435.00. The new completion date shall be April 23, 2017. All other conditions and terms shall remain the same. This project is funded by federal CDBG funds.

ADOPTED: February 23, 2017

STATE OF ALABAMA)

JEFFERSON COUNTY)

AMENDMENT #9 TO CONTRACT

This is Amendment #9 to the Contract by and Between Jefferson County, Alabama through the Department of Human- Community Services & Economic Development, hereinafter called "the County", and Gillespie Construction, LLC. Hereinafter called "the Contractor" for grant allocation PY10/FY14. The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on

August 29, 2013, in Minute Book 165, Page 286, as amended on May 8, 2014, in Minute Book 166, pages 242-243 and as amended on June 10, 2014 and as amended on November 20, 2014, in Minute Book 167, pages 238-239, and as amended on April 23, 2015, in Minute Book 168, page 62, and as amended on October 8, 2015, Minute Book 168, Page 598, and as amended on March 3, 2016 in Minute Book 169 page 347, and as amended on April 21, 2016, in Minute Book 169, page 487, and as amended on September 8, 2016, in Minute Book 170 page 184, is hereby amended as follows:

The purpose of Amendment #9 is to extend the construction time 180 days due to Alabama Power pole approval and installation related to the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost associated with this amendment is \$0. The total cost of the project shall be \$506,435.00. The new completion date shall be April 23, 2017. All other conditions and terms shall remain the same. This project is funded by federal CDBG funds.

JEFFERSON COUNTY, AL
Stephens, President
Jefferson County Commission

CONTRACTOR
President

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-121

WHEREAS, the Jefferson County Commission approved a resolution on January 8, 2015 in Minute Book 167, page 396 authorizing an Agreement between Jefferson County, Alabama and Engineering Service Associates for the McAdory Storm Shelter project; and

WHEREAS, the Agreement was previously amended on July 16, 2015 in Minute Book 168, Pages 234-235 and amended February 18, 2016, in Minute Book 169, Pages 313-314.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this amendment #3 to extend the contract time an additional 156 calendar days. The new completion date shall be June 30, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-O1-0001).

Adopted: February 23, 2017
STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT #3

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Human-Community Services & Economic Development, hereinafter called "the County", and Engineering Service Associates hereinafter called "the Contractor" to provide engineering services for the McAdory Storm Shelter project. The effective date of this agreement shall be January 8, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor wishes to amend the contract; NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on January 8, 2015, in Minute Book 167, Page 396;

Said contract was previously amended on July 16, 2015, in Minute Book 168, Pages 234-235; and amended February 18, 2016, in Minute Book 169, Pages 313-314, is hereby amended as follows:

The purpose of this Amendment #3 is to extend the contract time an additional 156 days. The new completion date shall be June 30, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

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

JEFFERSON COUNTY, AL
James A. Stephens
Jefferson County Commission

CONTRACTOR
Dale E. Story, PE. Chief Engineer
Engineering Service Associates

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-122

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama, and Engineer Service Associates for the North Smithfield Manor Storm Shelter Project II The modification shall extend the contract 522 days and change the scope to include the revisions to 5 site plan drawings to accommodate the reduction in available property area from 2 lots to 1, revisions to the storm water analysis, design and drawings required by the reduction in property area, parking lot design to include reduction in the area, reorientation of entrance and exit, incorporation of permeable pavement and crushed stone base for underground detention and infiltration of storm water, revisions to the utility plan, revisions to the Architectural Plan incorporation revised

building orientation and parking lot changes, revisions to the electrical and lighting site plan incorporating the reduced site or parking area and revised building orientation, revisions to the landscaping plan and revisions to opinion of probable construction cost due to aforementioned changes. The cost associated with the modification shall be \$22,611.00. The total compensation to Engineering Service Associates shall be \$123,166.00. The new completion date shall be December 31; 2017. All other terms and conditions of the original contract shall remain the same. This project is from the 2012 program year.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-123

BE IT RESOLVED, by the Jefferson County Commission that the president, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and CEAssociates for engineering services associated with the Fairfield Sidewalk Improvements II (CD15-03L-M-FS3). The fee for these services shall not exceed Thirty Two Thousand Eight Hundred Thirty Six and 65/100 Dollars (\$32,836.65), and will be paid for in full with federal CDBG funds. This project is from the Program Year 2015 funds.

ADOPTED: February 23, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-124

WHEREAS, a Promissory Note and related Financing Documents were executed by Mary King (Maker) for the purchase of a property at 2228 3rd Street NW, Birmingham, AL 35215; and

WHEREAS, the terms of the Promissory Note state that Jefferson County shall forgive and reduce the principal balance of the Note by \$5,000.00 providing the Maker has abided by the terms of the Promissory Note and related Financing Documents after a period of 15 years from the date of the Promissory Note; and

WHEREAS, the Maker has abided by all terms of the Promissory Note and related Financing Documents;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that an Amendment to the Promissory Note executed by Mary King in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Amendment to Promissory Note on behalf of the County.

Adopted: February 23, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-125

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Fultondale Storm Shelter Project.

Adopted: February 23, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-126

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute an Agreement on behalf of the Jefferson County Commission that authorizes the Chairperson or Presidents of Jefferson, Shelby, St. Clair, Chilton, Blount, and Walker counties to enter into the agreement and be designated by their Commission as the Chief Elected Officials for the purpose of the agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA): The Chairperson will enter into the agreement to organize and implement activities pursuant to the WIOA as proposed by the Governor of the state of Alabama.

ADOPTED: February 23, 2017

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-127

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Fultondale Storm Shelter Project from the Community Development Block Grant Program.

Adopted: February 23, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-128

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Alabama Lock & Key Co., Inc. in the amount of Two Thousand One Hundred Sixty and 96/100 (\$2,160.96) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to Alabama Lock & Key Co., Inc. in the amount of \$2,160.96 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from State of Alabama Department of Transportation in the amount of \$11,690.17 in return execution of a Property Damage Release.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. Sept-8-2016-753, M.B. 170, Page 195, is hereby rescinded, and the County Attorney is hereby authorized to settle the workers' compensation claim of John A. Gordon in the amount of Nine Thousand Five Hundred Sixty Six and 05/100 (\$9,566.05) Dollars.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-132

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Edmond Jenkins in the amount of One Thousand Seven Hundred Seventy Five and 75/100 (\$1,775.75) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Edmond Jenkins in the amount of \$1,775.75 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services Department, the President of the Commission is hereby authorized to execute a License Agreement from Jefferson County to Beazer East, Inc. that permits the right to clear staging and access areas on County-owned property and along Valley and Opossum Creek Right of Way. Beazer East, Inc. will be performing an environmental clean-up of the creeks at a later date.

The term of this License Agreement is two (2) months, beginning on March 1, 2017 and ending April 30, 2017, and has a cancellation clause with thirty (30) days' written notice.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-134

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: February 3, 2017

Purpose: Payment to Marilyn Jo Cannon and Sandra C. Harmon for Acquired Sanitary Sewer Easement and TCE for Wickstead Sanitary Sewer Replacement Project for ESD - Tr. 29 - total amount of \$357 to be paid on two individual checks (178.50 each) Agent: Alan K. Dodd

Address: 1100 Brooklane Drive, Hueytown, AL

Price: \$357.00 (total amount) - \$178.50 each
Pay to the order of: Marilyn Jo Cannon Sandra C. Harmon
Mailing Address: 1100 Brooklane Drive, Hueytown, AL 35023
Check Delivery: Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 23rd day of February, 2017, recorded in Minute Book 170, Page 626, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 23rd day of February, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31st, 2019.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-135

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 Friends of McCalla for the purpose of funding the construction of a walking trail at the McCalla Youth Complex in the amount of \$157,000.00. This agreement will be made available for the record in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-136

STATE OF ALABAMA)
JEFFERSON COUNTY)

RESOLUTION

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System - Asset Management Program - Contract No. 2015-AMP04 Five Points West Sanitary Sewer Improvements project, such certified bids having been open on Thursday, December 15,, 2016 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Co., Inc.	\$ 907,798.00
2. Russo Corporation	\$1,008,350.00
3. Global Construction & Engineering, Inc.	\$1,261,255.00
4. Bama Utility Contractors, Inc.	\$1,371,185.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the Sanitary Sewer System - Asset Management Program -Contract No. 2015-AMP 04 Five Points West Sanitary Sewer Improvements project be awarded Baird Contracting Co., Inc. in the amount of \$ 907,798.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY 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 David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-137

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System – Asset Management Program – Contract No. 2016-AMP13 2016 On-Call Sewer Services contract, such certified bids having been open on Thursday, October 13, 2016 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Co., Inc.	\$2,020,100.00
2. Russo Corporation	\$2,166,551.00
3. Global Construction & Engineering, Inc.	\$2,396,600.00
4. Bama Utility Contractors, Inc.	\$319,900,616,206.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the Sanitary Sewer System – Asset Management Program – Contract No. 2016-AMP13 2016 On-Call Sewer Services contract be awarded to Baird Contracting Co., Inc. in the amount of \$2,020,100.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY 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 David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Cullman/Jefferson Gas to install 1,500’ of 2” gas main from 1303 Bob Glen Road to 1432 Bob Glen Road in Morris.
- AT&T Corporation to install 4,800’ of buried cable at 4301 Mulga Loop Road in Mulga.
- Southern Light, LLC. To install 7,641’ of fiber optic cable at 1010 18th Avenue NW in Center Point.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-138

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 Network America, Inc., in the amount of \$32,725.00.

STATE OF ALABAMA)
00009099
JEFFERSON COUNTY)

CONTRACT NO: CON-
ITB 39-17

LANDESK SOFTWARE MAINTENANCE

THIS AGREEMENT entered into, by and between Jefferson County, Alabama, hereinafter called "the County", and NETWORK AMERICA, INC., located at 200104th Ave, Suite #324, Treasure Island, FL 33706, hereinafter called "the Contractor". The effective date of this agreement shall be the 20th day of January, 2017 or upon Commission Approval.

WHEREAS, the County desires to contract for LanDesk Software Maintenance, for the Information & Technology Department, hereinafter called "IT"; and

WHEREAS, the Contractor desires to furnish said professional services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to Bid No. 39-17 dated December 27, 2016, the terms of which are included herein by reference. The Contractor shall provide LanDesk Software Maintenance as follows:
 - Automatically receive all new product upgrades and updates throughout the year, plus personal, detailed support of company's environment.
 - 24 x 7 Phone Support
 - Monthly newsletter important information regarding new products, updates, new technologies, etc.
 - Email Support: 2417 access; responses returned 8:00 am to 5:00 pm MST, Monday - Friday (except holidays).
 - Web Content: Available 24/7, 365 days a year. Includes access to the LANDesk Knowledge Base, technical white papers, and all the latest patches and software fixes.
 - Self Service Web Portal: Available 24/7, 365 days a year. Provide online access for account and product details; including pending orders, licensing information and the ability to initiate trouble tickets without help desk intervention.
 - Remote Problem Resolution: Remote diagnosis and repair of system.
 - One-Stop Escalation Point into the Factory: A separate phone number for management intervention if you encounter unsatisfactory problem resolution.
 - Contractor is required to document services calls in a manner mutually agreed on by the County and the Contractor.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of the contract is for one year (1) (Upon Commission Approval) with option to renew, at County's Option each fiscal year for two (2) additional 1 year terms through 2020.
4. **COMPENSATION:** Due upon receipt of invoice by the Jefferson County Commission Finance Department and approval by the Jefferson County Commission Information & Technology Department. See Appendix «A»,
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

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

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

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. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

CLIENT: Jefferson County Commission Information Technology
716 Richard Arrington Jr. Blvd N
Suite 700
Birmingham, AL 35203

COPY TO: Jefferson County Commission Purchasing Division
Purchasing Agent
716 Richard Arrington Jr. Blvd N
Suite 830
Birmingham, AL 35203

COPY TO: Jefferson County Commission
County Attorney
716 Richard Arrington Jr, Blvd N
Suite 280
Birmingham, AL 35203

COPY TO: Susie Watkins, Vice President
Network America, Inc. (Contractor)
200104th Ave, Suite #324
Treasure Island, FL 33706

CONTRACT NO: CON-00009099
ITB 39-17

11. INVOICES: All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
Finance Department
Room 820, Courthouse
716 Richard Arrington Jr. Blvd North
Birmingham, AL 35203

AND COPY TO:

Jefferson County Commission
Information Technology
Room A-700, Courthouse
716 Richard Arrington Jr Blvd North
Birmingham, AL 35203

12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby.

Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

– ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

18. 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.

19. TERMINATION OF CONTRACT: This contract may be terminated by the County with a ninety (90) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach By the Contractor.

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

Authorized representative for Contractor Susie Watkins (Vice President- Network America, Inc.)

JEFFERSON COUNTY, ALABAMA:

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

STATE OF ALABAMA)
CON-00009099
JEFFERSON COUNTY)

CONTRACT NO:

ITB 39-17

LANDESK SOFTWARE MAINTENANCE

APPENDIX "A"

PRICE LIST

ITEM NO.	ITEM DESCRIPTION	MFG NAME	QTY	& PRODUCT	PRICE
1	LANDesk Management Suite Maintenance, Item: LDMSPPMA-M	NO	2500	LDMSPPMA-M	\$21,625.00
	LANDesk Management Suite License,		300	LDMS-L	\$11,100.00

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-139

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 International Computer Works to extend the terms of the agreement. The amount of the agreement is \$9,382.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and International Computer Works. (Hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 19, 2015, at M.B. 167, Pgs. 536-537, contract 7032, is hereby amended as follows:

The contract date is February 25, 2017, to February 25, 2020

The contract amount is \$9,382.00 per year

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

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

CONTRACTOR

Blank

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-140

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 Office of Prosecution Services for specific compensation required by Alabama law for the Birmingham and Bessemer Division Assistant District Attorneys. The amount of the agreement is \$127,296.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT
RECITAL

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer Assistant District Attorneys. The law also requires the state to pay a portion of the compensation for some of the District Attorneys. Where the compensation responsibility is divided between the County and the State, the Assistant District Attorney's pension membership is also divided between the County pension and the State pension. Through this agreement, the parties establish an option for the District Attorneys and the Assistant District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family overage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Assistant District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney, the District Attorney for the Bessemer Division and the Assistant District Attorneys in both divisions agree as set out below

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a. The respective salary amounts for ADA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorney's Offices and directed to be payable by Jefferson County as salary compensation;
- b. An amount equal to 3% of the salary compensation representing an employer pension match;
- c. An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the ADA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1. By execution below, the Assistant District Attorney hereby elects to have his County- provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2. By execution below the District Attorney hereby endorses and approves the above election of the Assistant District Attorney.
- 3. The County hereby agrees to make quarterly payments in advance, no later than the 10th day of the months of January, April, July and October of each year, of the County-Provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State provided compensation and paid to the assistant district attorney on the OPS payroll.
- 4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Assistant District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.

6. The effective date of this Agreement shall be January 17, 2017, or upon the effective date of the undersigned ADA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

Lynnice O. Washington
District Attorney Bessemer Division

Valerie Hicks Powe, Asst. District Attorney
Bessemer Division

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-141

WHEREAS, THE MEMBERSHIP OF THE Jefferson County Planning and Zoning Commission includes twelve (12) citizens of Jefferson County; and

WHEREAS, Lance Huey has expressed interest in serving on the Commission and is qualified for the position under the laws of the State of Alabama; and

WHEREAS, this appointment will be effective upon approval with a term ending on December 15, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Lance Huey is hereby appointed for a term on the Jefferson County Planning and Zoning Commission.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the responsibility for the County's Finance and Information Technology Committee be temporarily transferred from Commissioner W. David Carrington to Commissioner T. Joe Knight until such time that Commissioner Carrington is no longer seriously considering or actively campaigning for Governor of the State of Alabama.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-143

RESOLUTION IN SUPPORT OF ALABAMA HISTORIC RENOVATION
TAX CREDIT

WHEREAS, The Alabama Historic Renovation Tax Credit (AHRTC) program is overseen by the Alabama Historical Commission and provided \$20 million in tax credits per year for 2013, 2014 and 2015.

WHEREAS, the credits are awarded toward qualified rehabilitation expenditures for certified historic buildings used for income-producing or residential purposes.

WHEREAS, The Federal Reserve Building, the Redmont Hotel, Avondale Fire Station #10, the Thomas Jefferson Hotel, the Florentine Building, the Pizitz Building, the Lyric Theater, the Powell School, the Brown-Marx Tower and Cain Furniture Company, all located within Jefferson County, are excellent examples of the benefits of the AHRTC program.

WHEREAS, a total of 39 projects in the State of Alabama have received tax credits as of 2016; creating 530 jobs and adding over \$16 million per year to the State's economy according to nationally noted economist Donovan Rypkema. Every \$1 million spent equates to 26.5 jobs and \$806,000 in household income per the Alabama Historical Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it does hereby voice its public support for legislation that would extend the Alabama Historic Renovation Tax Credit as priority legislation for the 2017 regular legislative session.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the members of the Jefferson County Legislative Delegation and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name on this the 23rd day of February, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-144

JEFFERSON COUNTY COMMISSION RESOLUTION
TAX LEVY 2017

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the County Commission of Jefferson County, Alabama, that there be and there is hereby levied the following taxes for the use of said County for the current tax year, upon all taxable property and values assessed for the County:

COUNTY PURPOSES

Millage Rate	Constitutional/Statutory Authority	Purpose
5.6	Section 215; § 11-3-11(a) (2), 1975 Code	General Fund
2.1	Act No. 395, February 17, 1885	"to be applied to the working of public roads in said county..."
.7	Act No. 716, February 28, 1901	"repair sanitary system of the county and protect the water supplies..."
5.1	Section 215 (second proviso); § 11-3-11(a) (2), § 11-14-11 and § 11-14-16, 1975 Code	"to pay any debt or liability for necessary public buildings, bridges, or roads "; excess may be used "for general county purposes..."

SCHOOL PURPOSES

Countywide

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
2.1	Section 269	August 27, 1991
5.4	Amendment No. 3, Section 1	August 27, 1991
.7	Act No. 203, February 7, 1891 - "for The support and maintenance of the Public schools"	Not Applicable

SCHOOL PURPOSES

District

(Jefferson County School Tax District)

(Being that portion of the county lying outside the Cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant, Trussville And Vestavia Hills)

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Bessemer School Tax District)

#52

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.4	Amendment No. 3, Section 2 (Birmingham School Tax District) #30-39, 54, 63 and 65	April 28, 1992

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.7	Amendment No. 3, Section 2	April 28, 1992
1.01	Amendment No. 175	February 10, 2015

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.8	(Fairfield School Tax District) #55 Amendment No. 3, Section 2 (Homewood School Tax District)	April 28, 1992
5.5	Constitutional/Statutory Authority Amendment No. 3, Section 2	Date of Most Recent Authorizing Election December 10, 1991
9.6	Amendment No. 175 (Hoover School Tax District)	December 10, 1991
13.9	#66 Constitutional/Statutory Authority Amendment No. 3, Section 2 (Leeds School Tax District)	Date of Most Recent Authorizing Election October 26, 1993
5.1	#15 Constitutional/Statutory Authority Amendment No. 3, Section 2	Date of Most Recent Authorizing Election August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382 (Midfield School Tax District)	January 24, 2006
6.0	#58 Constitutional/Statutory Authority Amendment No. 3, Section 2	Date of Most Recent Authorizing Election April 28, 1992
10.5	Amendment No. 82 (Mountain Brook School Tax District)	April 28, 1992
5.7	#17 Constitutional/Statutory Authority Amendment No. 3, Section 2	Date of Most Recent Authorizing Election April 28, 1992
9.9	Amendment No. 175	January 26, 2010
18.5	Amendment No. 316 (Tarrant School Tax District)	September 24, 1991
11.2	#18 Constitutional/Statutory Authority Amendment No. 3, Section 2 (Trussville School Tax District)	Date of Most Recent Authorizing Election November 2, 1993
5.1	#6 Constitutional/Statutory Authority Amendment No. 3, Section 2	Date of Most Recent Authorizing Election August 27, 1991
8.8	Amendment No. 82	April 28, 1992

5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382 (Vestavia Hills School Tax District) #20	January 24, 2006
Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
15.1	Amendment No. 3, Section 2	October 26, 1993

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue of the County by the Chief Financial Officer of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in accordance with the provisions of Section 40-7-42, as amended, of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year in accordance with the provisions of said Section 40-7-42, unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-23-2017-145

Be it resolved by the Jefferson County Commission that Mr. Jon B. Terry be re-appointed to the Warrior River Water Authority Board of Directors for a term expiring March 1, 2023.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

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

FEB-23-2017-146

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign a contract between Jefferson County and Method-1 for an amount not to exceed \$5,000 for proposed designs for the Courthouse lobby.

Fully executed copy of this agreement with original signatures not available in the Minute Clerk Office at the time of this recording.

Motion was made by Commissioner Sandra Little Brown and seconded by Commissioner George Bowman that the above resolution be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

It is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7 (a) (3), Alabama Code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated. The Executive Session should last no longer than 15 minutes at which time there will be no action required or taken.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, March 9, 2017.

President

ATTEST:

Minute Clerk