

STATE OF ALABAMA)  
JEFFERSON COUNTY) January 12, 2017

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

- District 1 – George Bowman
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight

Commissioner Sandra Little Brown was absent due to a family medical emergency and Commissioner David Carrington was traveling.

Invocation was led by Commission President, Jimmie Stephens and the Pledge of Allegiance led by County Manager, Tony Petelos.

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman, that the Minutes of December 15, 2016, and December 20, 2016, be accepted as presented and approved. Voting “Aye” George Bowman, Joe Knight, and Jimmie Stephens.

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The Commission met in Work Session on Tuesday, January 10, 2017, and moved for approval the following Committee items to be placed on the January 12, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1-2.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-12.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-16.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had items 1-4.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-25.

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A Public Hearing was held to receive comments on the request made by Larry W. and Peggy Nelson, owners for the described change of zoning. There being no comments, the Commission took the following action.

JAN-12-2017-1

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

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and; WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and;

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zoning Case Z-2016-027 Larry W. and Peggy Nelson, owners request a change of zoning on Parcel ID #s 19-0-000-006.000 & 19-34-0-000-019.013 in Section 27 & 34 TWP 17 South Range 6 West from I-3(S) (Strip Mining) and I-3 (Industrial) to A-1 (Agriculture) for residential use. (Case Only: 9341 Taylors Ferry Road, Bessemer, AL 35034) (Oak Grove) (82.87 Acres M/L) be and is hereby Approved.

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

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A Public Hearing was held to receive comments on the request made by Trussville Springs, L.L.C. to vacate Jefferson County's interest in the Sanitary Sewer Easement at Trussville Springs – Line Ref 06-40351. There being no comments, the Commission took the following action.

JAN-12-2017-2

WHEREAS, Trussville Springs, L.L.C. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated: A 20' wide Sanitary Sewer Easement lying in the SW 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 1 West, Jefferson County Alabama and being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 24, Township 16 South, Range 1 West, Jefferson County, Alabama; thence run Westerly along the Section line a distance of 981.81 feet; thence turn 90°00'00" right and run Northerly 645.68 feet; thence turn 147°29'21" right and run Southeasterly 36.51 feet; thence turn 37°46'44" left and run Southeasterly 206.96 feet; thence turn

59°24'56" left and run Northeasterly 300.03 feet; thence turn 04°56'45" right and run Northeasterly 154.25 feet; thence turn 03°32'17" right and run Northeasterly 151.81 feet; thence turn 01°11'23" left and run Northeasterly 208.64 feet; thence turn 02°03'04" left and run Northeasterly 264.23 feet to the POINT OF BEGINNING of Line 06-40351 S-IA and the Point of Beginning of the twenty foot wide sanitary sewer easement to be vacated herewith; thence turn 57°36'11" right and run Easterly 58.84 feet to the POINT OF TERMINATION of the twenty foot wide easement to be vacated herewith.

Less and except any portion lying within the currently existing right of way of Spring Street.

Less and except any portion lying within 10' of any active and currently maintained Jefferson County sanitary sewer.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above-described tract of land located as above

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Trussville Springs, L.L.C. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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 12<sup>th</sup> day of January, 2017, recorded in Minute Book 170, Page(s) 515-516, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 12<sup>th</sup> Day of January, 2017.

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

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

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A Public Hearing was held to receive comments on the request made by Fred and Leslie Hawkins, owners for vacation of a road right-of-way on their property in the Crosston area, in the middle portion of Coleman Road. There being no comments, the Commission took the following action.

JAN-12-2017-3

WHEREAS, Fred and Leslie Hawkins are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:  
Right of Way of Coleman Road

All that portion of the 50 foot wide Right of Way of Coleman Road and any prescriptive Right of Way of Coleman Road, lying in the NW 1/4 of the NW 1/4 of Section 22, Township 15 South Range 2 West and the NE 1/4 of the NW 1/4 of Section 22, Township 15 South, Range 2 West. Said 50 foot wide Right of way being conveyed to Jefferson County by that certain deed recorded in Real 897 Page 83 in the Probate Office of Jefferson County, Alabama.

Less and except any portion lying in the Southerly 210 feet of the Westerly 210 Feet of the NE 1/4 of the NW 1/4 of said Section 22.

Less and except any portion lying within the Right-of-Way conveyed to Jefferson County by Instrument #2016124672 as recorded in the Probate Office of Jefferson County, Alabama.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Fred and Leslie Hawkins, the tract of land as above-described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

1, 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 12<sup>th</sup> day of January, 2017, recorded in Minute Book 170, (Pages) 516-517, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 12th day of January, 2017.

Millie Diliberto

Minute Clerk  
Jefferson County Commission  
My Commission Expires: August 31, 2019

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

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A Public Hearing was held to receive comments on the request made by Grupo Antolin North America, Inc. d/b/a Antolin Alabama, Inc. to provide economic incentives. There being no comments, the Commission took the following action.

JAN-12-2017-4

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and

WHEREAS, Jefferson County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient public purpose; and

WHEREAS, Grupo Antolin North America, Inc. ("Grupo") is a leading multinational company in the development, design and manufacture of interior components for the automobile industry; and

WHEREAS, Grupo is leasing property in the Jefferson Metropolitan Park at McCalla located in the County (the "Project Site"); and

WHEREAS, the Project will involve an anticipated investment from Grupo of \$10,350,000 and is expected to result in the creation of 150 new jobs within the County by 2020 which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, on December 25, 2016, a notice was published in the Birmingham News which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on January 12, 2017, at 9:00 a.m., as required by Amendment 772 of the Alabama Constitution. (A copy of the publication is attached hereto as Exhibit A.)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Tax Incentive Agreement with Grupo to provide economic incentives in an amount not to exceed \$146,000 to be paid contingent on Grupo performing hiring obligations as detailed in the Tax Incentive Agreement.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by Grupo within the County; the promotion, advancement and growth of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditure of public funds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending its credit or grant funds or things of value is to Grupo.

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

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight, that the entire agenda, resolutions 1 through 32 be adopted as presented. Voting "Aye" George Bowman, Joe Knight and Jimmie Stephens.

Unusual Demands  
01/12/2017

Org	Dept.	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	135033	HERBERT D. STONE	HERBERT D STONE DEDUCTED SINGLE+1 IN ERROR	479.81	177543	7433
<b>TOTAL</b>					<b>479.81</b>		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE & LOCAL MILEAGE BATCH 7878 D#182502	111.27	182502	7878
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE TITLE REMITS TO STATE	48.57	183055	7945
10001100	REVENUE	100193	JEFFERSON CO TREASURER	RET.TRAVEL REIMB. E. WOODIS 9/25/16 TN AUDIT	31.84	183810	8056
<b>TOTAL</b>					<b>191.68</b>		
10001200	COUNTY ATTORNEY	130580	ADVANCE ALABAMA MEDIA LLC	INVOICE NO. 0007976528	159.50	184109	8076
<b>TOTAL</b>					<b>159.50</b>		
10002100	LAND DEVELOPMENT	100193	JEFFERSON CO TREASURER	on camera signs for dumpsites need immediately	18.96	177418	7411
<b>TOTAL</b>					<b>18.96</b>		
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	TIRES FOR HANDTRUCKS AND ZIPTIES PROBATE/REV	122.36	181520	7724
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	Travel Reimbursement for Keith Gullede	25.00	182565	7888
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	Travel Reimbursement for Danny Reavis	32.27	182568	7889
<b>TOTAL</b>					<b>179.63</b>		

1000223 0	IT COMM SERVICES	10019 3	JEFFERSON CO TREASURER	Travel Reimbursement for Theresa Smith	21.77	18255 5	7885
<b>TOTAL</b>					<b>21.77</b>		
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED TAPE, CHALK AND DEAD BLOW HAMMERS-FAM CT	46.45	18218 7	7817
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED FILM FOR SIGNAGE FOR SUPPLIES - GEN SVC	45.00	18264 5	7900
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED FLAME RETARDENT WELDING COVER FOR GSOC	25.24	18313 3	7956
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED A PIECE OF STAINLESS STEEL FOR BHAM JAIL	20.00	18314 0	7956
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED PLUMBER/GAS LICENSE- PETER LANGSTON	300.00	18326 1	7969
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED SIGNAGE SUPPLIES FOR BJC	19.53	18326 3	7970
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED ONE TREATED LUMBER FOR GSOC GROUNDS CREW	4.69	18342 0	7989
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED PLUMBERS/GAS LICENSE-DAVID PENDARVIS	100.00	18358 2	8022
1000240 1	GEN SERV- ADMIN	10019 3	JEFFERSON CO TREASURER	PURCHASED SAND BELTS FOR GSOC CARPENTRY SHOP	16.24	18358 3	8022
<b>TOTAL</b>					<b>577.15</b>		
1000240 3	GS ELECTIONS	10023 3	CITY OF GARDENDALE	REFUND-ELECTION MACHINES NOT USED-REF170685-2016	900.00	18301 4	7940
<b>TOTAL</b>					<b>900.00</b>		
1000411 0	SF ENFORCEMENT -BHAM	10019 3	JEFFERSON CO TREASURER	PURCHASED A KEY CUTTER WHEEL FOR SHERIFF'S OFFICE	89.70	18265 0	7900
<b>TOTAL</b>					<b>89.70</b>		
1000421 0	YOUTH DETENTION CUSTODY	10019 3	JEFFERSON CO TREASURER	Uniform Shirts/Kitchen Supplies	304.96	18240 8	7866
1000421 0	YOUTH DETENTION CUSTODY	10019 3	JEFFERSON CO TREASURER	Staff Uniforms/Plaque	378.67	18388 6	8059
1000421 0	YOUTH DETENTION CUSTODY	10019 3	JEFFERSON CO TREASURER	Uniforms for Staff	216.00	18391 4	8061
<b>TOTAL</b>					<b>899.63</b>		

1000422 0	YOUTH DETENTION SUPPORT SVCS	10019 3	JEFFERSON CO TREASURER	Kitchen Supplies/Uniforms	266.49	18280 8	7917
<b>TOTAL</b>					<b>266.49</b>		
1000440 0	INSPECTION SERVICES	13539 2	HOLSEMBECK ELECTRIC CO, INC	UNDM refund for duplicate permits on same site	272.00	18415 4	8087
<b>TOTAL</b>					<b>272.00</b>		
1000600 0	HUMAN RESOURCES ADMIN	13245 9	BRANDON SHOLAR	ASSESSOR AUTO/PARKING EXPENSES &PER DIEM	242.40	18356 3	8008
1000600 0	HUMAN RESOURCES ADMIN	13414 0	MICHAEL STALVEY	REIMBURSE ASSESSOR TRAVEL EXPENSES OCT 6-10, 2016	526.76	18166 5	7756
1000600 0	HUMAN RESOURCES ADMIN	13533 3	JAMES PANDOLFO	REIMBURSE ASSESSOR TRAVEL EXPENSES OCT 6-10 2016	203.00	18166 3	7756
1000600 0	HUMAN RESOURCES ADMIN	13533 4	GRACE WILLIAMS	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	127.97	18238 4	7862
1000600 0	HUMAN RESOURCES ADMIN	13533 5	ALEXANDER GOULD	AUTO & OTHER EXPENSES, PER DIEM OCT 6-10, 2016	179.70	18233 5	7852
1000600 0	HUMAN RESOURCES ADMIN	13533 6	CARLOS HARDY	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	336.14	18234 2	7853
1000600 0	HUMAN RESOURCES ADMIN	13533 7	EBO KOBENA ATOMBO OSAM	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	139.04	18236 6	7857
1000600 0	HUMAN RESOURCES ADMIN	13533 8	ANDREW HEARN	REIMBURSE ASSESSOR TRAVEL EXPENSE OCT 6-10, 2016	329.62	18166 4	7756
1000600 0	HUMAN RESOURCES ADMIN	13533 9	MELISSA STUHLMAN	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	244.88	18237 2	7859
1000600 0	HUMAN RESOURCES ADMIN	13534 0	RUTH IMOSE	AUTO EXPENSES,PARKING,ASSESSOR PER DIEM OCT 6-10,	239.96	18235 2	7855
1000600 0	HUMAN RESOURCES ADMIN	13534 1	TASHUNDA FRANKLIN	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	339.92	18232 0	7845
1000600 0	HUMAN RESOURCES ADMIN	13534 2	WHITNEY THOMASSON	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	534.32	18237 3	7860
1000600 0	HUMAN RESOURCES ADMIN	13534 3	ZACHARY EDDY	AUTOMOBILE EXPENSES, ASSESSOR PER DIEM OCT 6-10	416.60	18229 1	7838
1000600 0	HUMAN RESOURCES ADMIN	13534 4	MARCUS BOST JR	AUTO EXPENSES, PARKING, PER DIEM OCT 6-10, 2016	208.00	18229 3	7840



1000600 0	HUMAN RESOURCES ADMIN	13534 5	KATRINA WATSON	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	572.66	18238 7	7863
1000600 0	HUMAN RESOURCES ADMIN	13534 6	JENNIFER LLOYD	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	266.98	18236 2	7856
1000600 0	HUMAN RESOURCES ADMIN	13534 7	JASMINE HUNTER	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	292.40	18234 4	7854
1000600 0	HUMAN RESOURCES ADMIN	13534 8	PATRINA TWILLEY	AUTO EXPENSES, ASSESSOR PER DIEM OCT 6-10, 2016	157.40	18237 8	7861
1000600 0	HUMAN RESOURCES ADMIN	13534 9	JOANN BATES	AUTO, ASSESSOR PER DIEM OCT 6- 10, 2016	281.60	18230 7	7842
1000600 0	HUMAN RESOURCES ADMIN	13535 0	DELESHIA YOUNGBLOOD	ASSESSOR REIMBURSEMENT OF TRAVEL EXPENSES OCT6-10	393.92	18165 8	7756
1000600 0	HUMAN RESOURCES ADMIN	13539 6	JUSTIN JONES	AUTOMOBILE EXPENSES AND ASSESSOR PER DIEM OCT 6-10	398.24	18228 8	7834
1000600 0	HUMAN RESOURCES ADMIN	13539 7	MATTHEW GRABOWSKI	ASSESSOR PER DIEM OCTOBER 6 TO OCTOBER 10, 2016	125.00	18342 4	7990
1000600 0	HUMAN RESOURCES ADMIN	13542 6	MANASIA STURDIVANT	ASSESSOR PER DIEM 11/10/2016 TO 11/14/2016	125.00	18357 5	8016
1000600 0	HUMAN RESOURCES ADMIN	13542 7	DEREK RICKARDS	ASSESSOR EXPENSES /PER DIEM 11/10/2016-11/14/2016	293.97	18358 1	8021
1000600 0	HUMAN RESOURCES ADMIN	13542 9	ZAYKERIA MIRANDA	ASSESSOR EXPENSES *PER DIEM11/10/2016-11/14/2016	507.32	18357 7	8018
1000600 0	HUMAN RESOURCES ADMIN	13543 0	JOHN MILLER	ASSESSOR EXPENSES & PER DIEM 11/10/2016-11/14/2016	328.04	18358 0	8020
1000600 0	HUMAN RESOURCES ADMIN	13543 1	AMBER GRANT	ASSESSOR PER DIEM 11/10/2016 TO 11/14/2016	125.00	18356 7	8011
1000600 0	HUMAN RESOURCES ADMIN	13543 2	PAULA GOODRICH	ASSESSOR PER DIEM	125.00	18356 9	8012
1000600 0	HUMAN RESOURCES ADMIN	13543 3	DUSTIN BEEBE	ASSESSOR PER DIEM 11/10/2016 TO 11/14/2016	125.00	18357 2	8013
<b>TOTAL</b>					<b>8185.84</b>		
1000625 0	PROBATE CT- ELECTION	10358 5	QUEEN BROWN	POLL CLEANING FEE	40.00	18257 6	7892
<b>TOTAL</b>					<b>40.00</b>		
2130510 0	ROADS AND TRANS ADMIN	10019 3	JEFFERSON CO TREASURER	REG. REIMBURSE - T. PATE 2017 LEGISLATIVE CONFERE	150.00	18150 9	7722

<b>TOTAL</b>					<b>150.00</b>		
2130550 0	ROADS AND TRANS HWY MNT	10019 3	JEFFERSON CO TREASURER	CDL RENEWAL, KEYS, SUPPLIES, TOOLS - BESSEMER	168.98	18232 2	7846
<b>TOTAL</b>					<b>168.98</b>		
2130560 0	ROADS AND TRANS MNT KET	10019 3	JEFFERSON CO TREASURER	HERBICIDE LICENSE RENEWAL FEE, SHOP & OFFICE SUPPL	187.98	18231 6	7843
<b>TOTAL</b>					<b>187.98</b>		
2140130 1	BOARD OF EQUALIZATION	10019 3	JEFFERSON CO TREASURER	Petty Cash-MardisJ-Flashlights for Appraisers	8.00	18162 3	7751
2140130 1	BOARD OF EQUALIZATION	10019 3	JEFFERSON CO TREASURER	PETTY CASH-MEUSE,L-POSTAGE FOR MAILING IPADS	78.00	18227 3	7832
<b>TOTAL</b>					<b>86.00</b>		
2420200 0	COMMUNITY DEVELOPMENT	10019 3	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES_2016 COMDEV LOTS/SAND	78.60	18344 2	7991
<b>TOTAL</b>					<b>78.60</b>		
2421202 0	ECONOMIC DEVELOPMENT	10608 8	STROTHER, KEITH	TRAVEL:REFUND DUE EMPLOYEE_KEITH STROTHER; HAWAII	166.00	18281 2	7920
<b>TOTAL</b>					<b>166.00</b>		
2422203 0	HOME GRANT	10019 3	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES_2016 EDGEWATER OAKS	95.40	18344 3	7991
<b>TOTAL</b>					<b>95.40</b>		
6040710 0	ESD GENERAL ADMINISTRATIO N	10019 3	JEFFERSON CO TREASURER	PAYMENT FOR PARKING AT THE EPA MEETING IN ATLANTA	15.00	18273 1	7910
6040710 0	ESD GENERAL ADMINISTRATIO N	10019 3	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL-BRIAN ROHLING	480.00	18327 5	7972
6040710 0	ESD GENERAL ADMINISTRATIO N	10019 3	JEFFERSON CO TREASURER	POSTAGE FOR EPA/FOOD FOR MAINTENANCE CREW-OVERFLOW	104.55	18327 8	7973
6040710 0	ESD GENERAL ADMINISTRATIO N	10019 3	JEFFERSON CO TREASURER	PLUMBING LICENSE RENEWAL FOR TERRI PTOMEY	150.00	18405 4	8070
6040710 0	ESD GENERAL ADMINISTRATIO N	10019 3	JEFFERSON CO TREASURER	PLUMBING LICENSE RENEWAL FOR JOHN CRENSHAW	100.00	18405 5	8071
6040710 0	ESD GENERAL ADMINISTRATIO N	12052 3	TWIN CONSTRUCTIO N	REFUND OF SEWER IMPACT 109169	1022.48	18217 5	7814
<b>TOTAL</b>					<b>1872.03</b>		

6040723 0	SEWER LINE CONSTRUCTION	10019 3	JEFFERSON CO TREASURER	CDL, PLUGS, ELECTRICAL CORD	119.90	18305 6	7946
6040723 0	SEWER LINE CONSTRUCTION	10019 3	JEFFERSON CO TREASURER	REF. JACKET, REF. SHIRTS, UNIFORM SHIRTS	409.69	18305 7	7947
<b>TOTAL</b>					<b>529.59</b>		
6040724 0	PUMP STATIONS	10019 3	JEFFERSON CO TREASURER	CELL PHONE BATTERY;HOSE;HEATER;FUSES;FLAN GE GASKET	167.53	18284 9	7931
<b>TOTAL</b>					<b>167.53</b>		
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	plywood, hex keys, spray nozzle, extension cords	218.60	18228 9	7837
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	oil, fittings and potentiometers	103.38	18231 7	7844
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	new locks for womens restroom	50.94	18371 9	8040
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	pipe hardware and oil for p/u truck	114.50	18372 2	8041
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	key, tie down, hardware, folders	27.94	18404 6	8069
6040730 1	CAHABA RIVER WWTP	10019 3	JEFFERSON CO TREASURER	hardware fittings and all thread	217.96	18409 8	8074
<b>TOTAL</b>					<b>733.32</b>		
6040730 2	FIVE MILE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	FIRST AID: INK: LADDER: AIR FILTER: BRUSH: AC PART	1579.48	18339 4	7988
<b>TOTAL</b>					<b>1579.48</b>		
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	WATER SOLENOID VALVE FOR PUMP	117.33	18344 6	7992
6040730 4	TRUSSVILLE WWTP	10019 3	JEFFERSON CO TREASURER	KEYPAD FOR ENTRANCE GATE	108.99	18359 5	8027
<b>TOTAL</b>					<b>226.32</b>		
6040730 5	TURKEY CREEK WWTP	10019 3	JEFFERSON CO TREASURER	petty cash for pipe wrench chain saw blade	134.04	18298 4	7938
6040730 5	TURKEY CREEK WWTP	10019 3	JEFFERSON CO TREASURER	petty cash used for cooler to take samples to lab	27.97	18358 6	8025
<b>TOTAL</b>					<b>162.01</b>		

6040730 6	VALLEY CREEK WWTP	10019 3	JEFFERSON CO TREASURER	req cgarner rat poison fittings seals screws bolts	711.45	18306 6	7948
<b>TOTAL</b>					<b>711.45</b>		
6040730 7	VILLAGE CREEK WWTP	10019 3	JEFFERSON CO TREASURER	Refreshments for Village Creek WWTP staff meeting	400.00	18225 2	7826
<b>TOTAL</b>					<b>400.00</b>		
6040732 3	WWTP ELECTRICAL MAINTENANCE	10019 3	JEFFERSON CO TREASURER	CARD READER;HEAT SHRINK;FUSES;TRANSMTR;	435.12	18283 0	7926
<b>TOTAL</b>					<b>435.12</b>		
6040732 4	WWTP INSTRUMENT MAINTENANCE	10019 3	JEFFERSON CO TREASURER	TRANSMITTER;	305.00	18283 7	7929
<b>TOTAL</b>					<b>305.00</b>		
7010172 0	PERSONNEL BOARD ADMIN	10019 3	JEFFERSON CO TREASURER	Reimb. Jonna Edwards- Food for Dec. Staff Meeting	33.71	18303 0	7942
7010172 0	PERSONNEL BOARD ADMIN	10019 3	JEFFERSON CO TREASURER	Reimb. B. Bellenger for Food Items for Board Mtg.	18.23	18346 9	7996
7010172 0	PERSONNEL BOARD ADMIN	10019 3	JEFFERSON CO TREASURER	Reimb. K. Kinder for Board's Dec. Mtg 12/16/16	44.99	18347 3	7996
7010172 0	PERSONNEL BOARD ADMIN	13217 7	GUY DEWEES	Reimb. G Dewees-Items for Staff Mtg 12/16/16	74.56	18376 1	8046
7010172 0	PERSONNEL BOARD ADMIN	13369 1	JEFF CRENSHAW	Reimb.J. Crenshaw -Items for Staff Mtg on12/16/16	85.00	18375 9	8046
<b>TOTAL</b>					<b>256.49</b>		
7010175 0	PERSONNEL BOARD TESTING	10019 3	JEFFERSON CO TREASURER	Mileage- Ross Scruggs 10/17/16 - 12/6/16	27.00	18201 6	7786
<b>TOTAL</b>					<b>27.00</b>		
7010175 5	PERSONNEL BOARD TRAINING	10019 3	JEFFERSON CO TREASURER	Mileage for K Kennedy thru 7/22/16	39.80	18346 6	7996
7010175 5	PERSONNEL BOARD TRAINING	10019 3	JEFFERSON CO TREASURER	Mileage to zoo for K Kennedy 11/1/16 & 12/08/16	6.62	18346 7	7996
7010175 5	PERSONNEL BOARD TRAINING	10019 3	JEFFERSON CO TREASURER	Reimb. Mileage to M. Glaze for travel on 12/06/16	6.48	18346 8	7996
<b>TOTAL</b>					<b>52.90</b>		
7010176 0	PERSONNEL BOARD WKFC DV&AP SER	10019 3	JEFFERSON CO TREASURER	Reimb. Jim Greene, PBJC for Travel on 9/15-16/16	2.66	18201 4	7786
<b>TOTAL</b>					<b>2.66</b>		



ACCMA Course  
Prattville, AL – January 19-20, 2017

County Attorney

Theo Lawson 167.94  
EPA Meeting  
Atlanta, GA – December 12, 2016

Theo Lawson 478.46  
Court  
Atlanta, GA – December 15-16, 2016

County Manager

Justin Smith 480.27  
ACCMA Course  
Prattville, AL – January 19-20, 2017

Tony Petelos 263.00  
Court  
Atlanta, GA – December 15-16, 2016

Revenue

Charlistean Lewis 175.00  
CROAA Class  
Prattville, AL – March 8-9, 2017

Bruce Thompson 2,742.50  
Tax Audit  
North and West Palm Beach, FL – January 14-21, 2017

Charles Bell 3,723.17  
Tax Audit  
Florida and Georgia – January 28-February 10, 2017

Daren Lanier 200.00  
2017 Mid-Winter Conference  
Montgomery, AL – February 19-22, 2017

FOR INFORMATION ONLY

Sheriff

Kenneth Fells 397.50  
David Green 485.02  
Instructor Development Course  
Florence, AL – December 12-14, 2016

Andy Woodard  
Cisco Class  
Atlanta, GA – January 8-13, 2017

1,282.30

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

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JAN-12-2017-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/09/16 – 12/15/16, 12/16/16 – 12/22/16, and 12/23/16 – 12/29/16, BE AND HEREBY ARE APPROVED.

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

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JAN-12-2017-6

**PURCHASING DIVISION AGENDA REPORT**  
**For Week of 12/09/2016 – 12/15/16**  
**Committee Meeting JANUARY 10, 2017**  
**For Commission Approval**  
**JANUARY 12, 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 DECEMBER 16, 2016

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1. THERE ARE NO PURCHASING ITEMS TO REPORT.

**PURCHASING DIVISION AGENDA REPORT**  
**For Week of 12/16/2016 – 12/22/16**  
**Committee Meeting JANUARY 10, 2017**  
**For Commission Approval**  
**JANUARY 12, 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 DECEMBER 27, 2016

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1. THERE ARE NO PURCHASING ITEMS TO REPORT.

## **PURCHASING DIVISION AGENDA REPORT**

**For Week of 12/23/16 – 12/29/16**

**Committee Meeting JANUARY 10, 2016**

**For Commission Approval**

**JANUARY 12, 2016**

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

PREPARED DECEMBER 30, 2016

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1. RECOMMENDED FOR YOUTH DETENTION FROM SYSCO CENTRAL ALABAMA, CALERA, AL, TO AWARD BID FOR MISCELLANEOUS GROCERIES FOR THE PERIOD OF 1/30/2017 – 1/29/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 6 – 17  
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM INSIGHT PUBLIC SECTOR, TEMPE, AZ, TO RENEW BID FOR PURCHASE OF DOCUMENT SCANNERS FOR THE PERIOD OF 12/17/2016 – 12/16/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 6 – 16  
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM POLYDYNE INC., RICEBORO, GA, TO RENEW BID FOR THE PURCHASE OF DRY BEADED POLYMER FOR THE PERIOD OF 12/18/2016 – 12/17/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 17 – 15  
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM P & H SUPPLY CO., INC., WARRENTON, GA, TO RENEW BID FOR A RIDGED SEWER CAMERA FOR THE PERIOD OF 3/01/2016 – 2/28//2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 36 – 15  
REFERENCE MUNIS BID # N/A

5. RECOMMENDED FOR GENERAL SERVICES FROM BUDGET JANITORIAL SUPPLY INC., PELHAM, AL, TO RENEW BID FOR HOUSEKEEPING SUPPLIES FOR THE PERIOD OF 03/01/2017 - 02/29/18. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #54-15  
REFERENCE MUNIS BID #N/A

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



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JAN-12-2017-7

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

- Regions Bank Visa Credit Card Statement with a closing date of December 30, 2016.

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

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JAN-12-2017-8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Seabe Staton, Jr., to extend the terms for an additional year and increase the dollar amount.

STATE OF ALABAMA)  
00008081  
JEFFERSON COUNTY)  
d/b/a SACS

CON:  
  
Seabe Staton

AMENDMENT TO CONTRACT

This Amendment I to the Contract entered into on January 1, 2016 by and between Jefferson County, Alabama, (hereinafter called "the County") d/b/a Cooper Green Mercy Health Services and Seabe Staton, Jr. d/b/a Staton and Associates Consultant Services, Inc., (hereinafter called Independent Contractor for SACS) is hereby effective as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract No. 8081 between the parties which was approved by the Jefferson County Commission on January 7, 2016; M.B. 169, Pg. (s) is hereby amended as follows:

- Increase the dollar amount of the contract to not exceed \$8,000 for the term ending December 31, 2016.
- The contract is renewed for an additional 1 year term, commencing January 1, 2017 through December 31, 2017 at a cost not to exceed \$12,000.
- All other terms and conditions of the original contract remain the same.

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

CONTRACTOR:  
Seabe Staton, Jr.  
President, SACS

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

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JAN-12-2017-9

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 Laboratory Corporation of America Holdings.

STATE OF ALABAMA)  
CONTRACT NO. 00008M  
JEFFERSON COUNTY)  
ITB #126 16

"LABORATORY TESTING GENERAL REFERRAL CONTRACT"

THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2016, by the Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services hereinafter called "The County", and Laboratory Corporation of America Holdings, hereinafter called "Labcorp". The effective date of this agreement shall be October 1, 2016 or upon commission approval.

WHEREAS, the County desires to contract for Cooper Green Mercy Health Services, "Laboratory Division," hereinafter called "the County"; 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. 126 16 dated September 7, 2016, the terms of which are included herein by reference. The Contractor shall perform all necessary services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

Must provide in house clinical service in the following disciplines of the Clinical Laboratory:

- Chemistry, including Endocrine Service
- Hematology, including Factor Assays
- Immunology, serological procedures for infectious diseases
- Virology, including culture of all pathogenic viruses
- Micro biology, all cultures

Must provide on line test result reporting (CPU to CPU) including;

- Equipment
- Reporting systems
- Software interface with Jefferson Health System LIS (Medshpere)
- Cost paid by successful bidder (approximately \$25,000) contact, Information Services Software
- Assistance in preparing dictionaries for interface
- LABORATORY agrees to perform such Services for CLIENT as may be requested by CLIENT, if available, during the term of this Agreement. The Services shall include those tests listed in LABORATORY's current Directory of Services, as the same may be modified from time to time by LABORATORY and such additional services as the parties may agree to in writing.

- Interface must be operational before bid award is final.
- The execution of contract is contingent upon CLIENT's execution of a current Laboratory Interface System Agreement.

Must provide equipment (PC, Printer, and Connection) for downtime requisitioning and resulting and database queries (test specifications, result, etc.) at no charge.

Subject to CLIENT meeting LABORATORY's qualifications and conditions of participation, LABORATORY will provide certain Data Management Equipment and/or Software ("the LDM System") which may be used in connection with CLIENT's Office Management System. The LDM System will result in mutual operational efficiencies due to automated laboratory results transmission and retrieval, on line test status inquiry, use of CLIENT patient demographics for test ordering, and off hours test result reporting. The placement of the Result Delivery System is contingent upon CLIENT's execution of a Laboratory Data Management and Restricted Use Agreement.

Must meet and maintain CAP requirements for accreditation.

- The Services performed hereunder shall be performed at testing facilities to be selected by LABORATORY. LABORATORY's facilities are and shall remain duly licensed clinical laboratories under applicable federal, state and local law. Reasonable documentation of such credentials shall be provided upon written request.

Must provide a complete description of Quality Assurance mechanism utilized.

Must provide technical data and evaluation criteria on methodologies used.

Must provide written notification of additions, changes, or deletions of test methodologies as they occur.

- CLIENT acknowledges that LABORATORY may develop and/or provide new technologies and/or new methodologies during the term of this Agreement.

- LABORATORY shall notify CLIENT when such technologies and/or methodologies are available and the fee associated with such technologies and/or methodologies. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that establish or change a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. If the parties cannot reach an agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days written notice to CLIENT.

Must provide an adequate supply of specimen collection and handling materials.

- LABORATORY will provide, as part of its charges for the Services, such items, devices or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

Must provide an adequate supply of current Directory of Services manuals with updates as available. Manual must include specimen requirements (type, volume, container, and special collection instructions), specimen handling, and causes for rejection.

Must provide CPT codes for tests/methods used.

Must provide repeat testing at no charge.

If CLIENT suspects or believes that a test result is incompatible with a patient's clinical condition, LABORATORY will repeat the test at no additional charge if a request to repeat the test is received from CLIENT within five (5) days following the date of the original test and specimen stability and volume permit. This policy applies only to specimens initially sent to and tested by LABORATORY.

Must provide a schedule of testing frequency, turnaround time, and where the testing is performed

- LABORATORY shall make reasonable efforts to deliver or transmit results of a routine nature (general routine chemistries) to CLIENT within 24 hours of the time the specimen is received by LABORATORY's testing facility. LABORATORY shall make reasonable efforts to deliver or transmit results of tests performed on specimens of a special nature (special chemistries, tissues, etc.) to CLIENT within the times set forth in LABORATORY's then current turnaround time schedule.

Must provide timely courier service, including STAT pick up.

- LABORATORY will provide a reference specimen pick up and report delivery service to CLIENT on a daily basis Monday through Sunday of each week, except on holidays. For the purposes of this Agreement, holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Must provide a list of tests which are available in this metropolitan area, especially STAT or same day turnaround, i.e, Toxicology, CK MB, Troponin, hCG, etc.

Must provide staff member to build testing for interface.

Must provide a current schedule of competitive reference lab fees for both in house and outside referral laboratory, prices being fixed for contract period.

Must maintain bid price for the contract period.

- Laboratory acknowledges and will hold pricing for the period of October 1<sup>st</sup> , 2016, through September 30<sup>th</sup>, 2017 with the option to renew two (2) additional years commencing each subsequent year on October 1<sup>st</sup> and ending September 30<sup>th</sup>, 2019. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that establish or change a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. If the

parties cannot reach agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days written notice to CLIENT.

Must have the capability to provide the following:

Provide a hard copy net prices of all catalog items showing manufacturer list price, selling price and percentage discounted from full line catalog.

Provide an electronic CD with all core list items.

Must bill on a monthly basis with an itemized invoice reflecting discounted price per test with reference work inclusive,

- Electronic transfer of requisitions and result, i.e., a PC system LabCorp LCM or approved equal.
- CPU to CPU transfer of requisitions and results, i.e., the current LIS interface.

CPU to CPU transfer with PC system backup is minimum acceptable. If this bid requires a change from our current reference lab, CPU to CPU transfer of orders and results must be operational before the change in reference labs is affected.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the County beginning October 1, 2016 September 30, 2017. The completion date of all services under this Contract is September 30, 2017 with County's option to renew for two (2) additional years by mutual agreement with Commission Approval.

4. COMPENSATION: The Contractor shall be compensated for services rendered based upon the pricing and testing provided. See attached fee schedule for awarded pricing. If LABORATORY indicates that CLIENT is responsible for payment, LABORATORY will submit to CLIENT a monthly itemized statement of Services rendered to CLIENT by LABORATORY for the prior month. Payment for Services is due thirty (30) days after the date of invoice, Failure to remit payment within said time may result, among other remedies available to LABORATORY, in the loss or reduction of CLIENT's discount and/or special prices on future Services or discontinuation of Service. If, as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall become the Fees payable by CLIENT, LABORATORY may, at its option, reinstate any discount and/or special prices after CLIENT brings its balance current. Nothing in the foregoing shall waive any rights or remedies available to LABORATORY with respect to late payment by CLIENT, If LABORATORY is compelled to bring suit to collect amounts due hereunder, it shall be entitled to recover interest on amounts due, reasonable attorneys' fees and costs incurred in connection with the action.

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

6. STATEMENT OF CONFIDENTIALITY: 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.

7. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for

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

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

10. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract 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.

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

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 reasonable 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 / \$3,000,000 aggregate.

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 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 any-thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

16. **ASSIGNMENT** No portion of this ITB 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 Bidder to subcontract (assign) any portion of this contract, the Successful Bidder will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9**

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

18. **PREVENTION OF FRAUD, WASTE AND ABUSE**

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005,

the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

19. 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.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference. In the event there is a conflict of terms between this Agreement and the ITB response, the terms of this Agreement shall prevail.

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

Rodolfo Menendez, Vice President  
(LABORATORY CORPORATION OF AMERICA HOLDINGS)

JEFFERSON COUNTY, ALABAMA:  
James A. (Jimmie) Stephens, President  
Jefferson County Commission

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

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JAN-12-2017-10

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign Amendment #4 to the Hickory Ridge Phase 2 Development Agreement with JCHA Housing and Development (HOME Special Needs Rental Housing for the Elderly) which was approved by Resolution dated September 11, 2012 and recorded in Minute Book 163 Page 534. The Amendment extends the duration of the budget authority to February 28, 2017. No additional funding is required.

Adopted: January 12, 2017.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

AMENDMENT #4 TO HICKORY RIDGE PHASE 2 DEVELOPMENT AGREEMENT



(HOME SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

This is the fourth Amendment ("Amendment") to the Hickory Ridge Phase 2 Development Agreement (HOME Special Needs Rental Housing For The Elderly) entered into by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and the JCHA Housing & Development Corporation, hereinafter called "the Contractor" on September 11, 2012 ("Contract"). The effective date of this Amendment shall be upon execution.

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 11, 2012 in Minute Book 163, Page 534, is hereby amended as followed:

Duration of Budget Authority. The duration of the budget authority of this Agreement shall be February 28, 2017.

All other terms and conditions of the Contract shall remain the same and continue in full force and effect.

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

JCHA Housing & Development Corporation  
Jane Bailey, President

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

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JAN-12-2017-11

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COMMISSION that the President be hereby authorized, empowered, and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Oak Grove Storm Shelter Project. The modification shall extend the contract 90 days. The new completion date shall be March 15, 2017. There

is no cost associated with this modification. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

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 Community & Economic Development, hereinafter called "the County", and Thompson Architecture, Inc, hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be November 20, 2014

#### 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 November 20, 2014 in Minute Book 167, Page 239, and as amended on June 18, 2015 in Minute Book 168 and Page 189 and as amended on October 16, 2016, is hereby amended as follows:

The purpose of this Modification is to extend the contract 90 days between Jefferson County Commission and Thompson Architecture, Inc., for the Oak Grove Storm Shelter Project. There is no cost associated with this Modification. The completion date shall be March 15, 2017. All other terms and conditions of contract shall remain the same. This project is from the 2013 Program Year.

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

CONSULTANT  
Robert Thompson  
President  
Date: January 12, 2017

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

JAN-12-2017-12

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #2 to extend the agreement between Jefferson County, Alabama and Mott MacDonald, 172 days for the Trafford Road Improvements Project (CD 1403K-M-TRI). The new completion date shall be May 31, 2017. There are no additional expenses associated with this amendment. All other terms of the contract shall remain the same. This project is from the 2014 CDBG program year.

Adopted: January 12, 2017

STATE OF ALABAMA)  
JEFFERSON COUNTY)

#### AMENDMENT TO CONTRACT #2

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 Mott MacDonald, hereinafter called "the Contractor" for grant allocation PY14. The effective date of this agreement shall be August 13, 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

August 13, 2015, in Minute Book 168, Page 356, as amended August 11, 2016, in Minute Book 170 Page 157, is hereby amended as follows:

The purpose of this Modification is to extend the contract time 172 days for the Trafford Road Improvements Project (CD 14-03 K-M-TRI). The new completion date shall be May 31, 2017. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG funds from the 2014 program year.

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

CONTRACTOR  
Project Engineer

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

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JAN-12-2017-13

BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute an agreement with the University of Alabama at Birmingham (UAB) for enhanced Joint Drug Court Services in connection with a grant from the Department of Justice (2015DC-BX-0082). The contract period will be September 30, 2016 through September 29, 2017. The fee for the services will be Eighty Eight Thousand Three Hundred Fifty One and no/100 Dollars (\$88,351.00) and will be paid for with federal funds.

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

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JAN-12-2017-14

BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute an agreement with the University of Alabama at Birmingham (UAB) for enhanced Juvenile Drug Court Services in connection with a grant from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) (5H79T1025496-03). The contract period will be September 30, 2016 through September 29, 2017. The fee for the services will be Two Hundred Ninety Nine Thousand Four Hundred Seventy Three and no/100 Dollars (\$299,473.00) and will be paid for with federal funds.

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

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JAN-12-2017-15

BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute an agreement with the University of Alabama at Birmingham (UAB) for enhanced Joint Drug Court Services in connection with a grant from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) (5H79T1026406-02). The contract period will be September 30, 2016 through September 29, 2017. The fee for the services will be Three Hundred Nine Thousand Seven Hundred Ninety One and no/100 Dollars (\$309,791.00) and will be paid for with federal funds.

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

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JAN-12-2017-16

BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute an agreement with the University of Alabama at Birmingham (UAB) for enhanced Family Drug Court Services in connection with a grant from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) (5H79T1026130-02). The contract period will be September 30, 2016 through September 29, 2017. The fee for the services will be Three Hundred Nine Thousand Six Hundred Ninety One and no/100 Dollars (\$309,691.00) and will be paid for with federal funds.

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

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JAN-12-2017-17

BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute an agreement with the University of Alabama at Birmingham (UAB) for Second Chance Reentry grant services in connection with a grant from the Department of Justice (2014-RW-BX-0006). The contract period will be October 1, 2016 through September 30, 2017. The fee for the services will be Three Hundred Eighty Eight Thousand Five Hundred Eighty Seven and no/100 Dollars (\$388,587.00) and will be paid for with federal funds.

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

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JAN-12-2017-18

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Irondale for the Irondale Senior Center Improvements Project (CD15-03A-M-ISC). There is \$74,913.00 in federal CDBG funds allocated to this project. This project is from the 2015 program year.

ADOPTED: January 12, 2017

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

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JAN-12-2017-19

WHEREAS, a mortgage was executed by Jamie Oliver for the purchase of a property at 816 W.J. Pratt Street, Birmingham, Alabama 35224 and recorded on November 7, 2003 in Instrument No. 200364/1840 in the Probate Office of Jefferson County, Alabama, Bessemer Division;

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

Adopted:  
January 12, 2017

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

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JAN-12-2017-20

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, James A. Stephens, is authorized to sign Modification 43-D to the WIOA Plan No. 43-0. The revised agreement amount is \$2,882,906.19. This includes the \$21,144.66 in incentive funds.

ADOPTED:  
January 12, 2017

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

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JAN-12-2017-21

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED;

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Wickstead Sanitary Sewer Replacement Tracts No. 5, 7, 28, & 29. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Wickstead Sanitary Sewer Replacement - Tracts No. 5, 7, 28 & 29 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Wickstead Sanitary Sewer Replacement - Tracts No. 5, 7, 28, & 29 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 5

S&S Land Company, Inc.  
C/o Pam Segars-Morris  
2860 Brooklane Drive  
Hueytown, AL 35023

Owner

Birmingham Trust National Bank  
AKA SouthTrust Bank of Alabama, National Association  
AKA Wells Fargo Bank  
C/o CSC Lawyers Incorporating SRV Inc.

Mortgage

150 S. Perry Street  
Montgomery, AL 36104

Commence at the SW corner of the SW 1/4 of Section 29, Township 18 South, Range 4 West, a 2" capped pipe and run Easterly along the Southerly line of said quarter section a distance of 1886.14 feet; thence turn left 91°25'04" and run Northerly a distance of 124.08 feet; thence turn right 0°17'55" and continue Northerly a distance of 357.71 feet; thence turn left 88°17'08" and run Westerly a distance of 284.45 feet; thence turn right 00°03'39" and continue Westerly a distance of 248 feet, more or less to the Easterly property line of grantor and to the point of beginning of a 20 foot wide sanitary sewer right-of-way lying 10 feet each side of, parallel to and abutting the following described line: thence continue Westerly a distance of 31.56 feet, at this point the right-of-way becomes variable in width, being bound on the Westerly side by an existing sanitary sewer right-of-way and being bound on the Easterly side by a line lying 10 feet Easterly of and parallel to the following described line: thence turn right 87°40'50" and run Northerly a distance of 367.62 feet; thence turn right 00°29' 50" and continue Northerly a distance of 195.90 feet; thence turn right 00°21'02" and continue Northerly a distance of 274.11 feet; thence turn right 7°48' 52" and run Northeasterly a distance of 11 feet, more or less to the Northerly property line of grantor and to the end of this right-of-way.

Also Two Temporary Construction Easements:

TCE

A 15 foot wide Temporary Construction Easement lying Northerly of, Southerly of Easterly of, parallel to and abutting the above described right-of-way.

The outer boundaries of said Right-of-Way and/or easement being extended or trimmed as necessary to terminate at the property lines of the grantor.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways, existing easements or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in SW 1/4 of the SW 1/4 of Section 29, Township 18 South, Range 4 West, and the Sanitary Sewer Easement contains 0.241 acres, more or less, and the Temporary Construction Easement contains 0.316 acres more or less.

Tract 7

Debra M. White  
124 Merrimont Drive  
Hueytown, AL 35023

Owner

New South Federal Savings Bank  
C/o Beal Bank  
6000 Legacy Drive  
Plano TX 75024

Mortgage

American General Finance Services of Alabama, Inc.

Mortgage



146 River Square Plaza  
Hueytown, AL 35023

Unifund CCR Partners  
C/o Smith G. Hampton, III  
205 20th St. North, Ste. 636A  
Birmingham, AL 35203-4706

Judgement

Commence at the SW corner of the SW 1/4 of Section 29, Township 18 South, Range 4 West, a 2" capped pipe and run Easterly along the Southerly line of said quarter section a distance of 1886.14 feet; thence turn left 91°25'04" and run Northerly a distance of 124.08 feet; thence turn right 0°17'55" and continue Northerly a distance of 357.71 feet; thence turn left 88°17'08" and run Westerly a distance of 284.45 feet; thence turn right 00°03'39" and continue Westerly a distance of 279.56 feet; thence turn right 87°40'50" and run Northerly a distance of 367.62 feet; thence turn right 00°29' 50" and continue Northerly a distance of 195.90 feet; thence turn right 00°21'02" and continue Northerly a distance of 274.11 feet; thence turn right 7°48'52" and run Northeasterly a distance of 127.31 feet; thence turn left 10°38'42" and run Northerly a distance of 164 feet, more or less to the Southerly property line of grantor and to the point of beginning of a variable width sanitary sewer right-of-way being bound on the Easterly side by the Easterly property line of grantor and being bound on the Westerly side by a line lying 10 feet Westerly of and parallel to the following described line: thence continue along the last described course a distance of 158.09; thence turn right 0°26'07" and continue Northerly a distance of 157.00 feet, more or less, to the Northerly property line of grantor and to the end of this easement.

TCE

A 5 foot wide Temporary Construction Easement lying Westerly of, parallel to and abutting the above described right-of-way.

The outer boundaries of said Right-of-Way and/or temporary construction easement being extended or trimmed as necessary to terminate at the property lines of the grantor.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways, existing easements or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in the NW ¼ of the SW ¼ of Section 29, Township 18 South, Range 4 West, and the Sanitary Sewer Easement contains 0.072 acres, more or less, and the Temporary Construction Easement contains 0.036 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 28  
D.W. Segars & Damon Segars  
C/o Pam Segars-Morris

Owner

2860 Brooklane Drive  
Hueytown, AL 35023  
SouthTrust Bank of Alabama, National Association                      Mortgage  
AKA Wells Fargo Bank  
C/o CSC Lawyers Incorporating SRV Inc.

150 S. Perry Street  
Montgomery, AL 36104  
Internal Revenue Service                      Lien  
Area Counsel  
Ste. 1400, Stop 1000-D  
401 West Peachtree

Atlanta, GA 30308  
State of Alabama                      Lien  
Department of Revenue  
50 North Ripley Street  
Montgomery, AL 36132

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 32, Township 18 South, Range 4 West, a 4" capped pipe and run Westerly along the Northerly line of said quarter-quarter section a distance of 1312.08 feet to the NW corner of said quarter-quarter section, a Rail Road Spike; thence turn left 90°00'00" and run Southerly a distance of 393.34 feet; thence turn right 90°07'26" and run Westerly a distance of 41 feet, more or less to the Westerly right-of-way of Brooklane Drive and to the point of beginning of a Sanitary Sewer Right-of-Way of variable widths, being bound on the Northerly side by the grantor's Northerly property line and being bound on the Southerly side by a line lying 20 feet Southerly of and parallel to the following described line: thence continue along the last described course a distance of 255.98 feet; thence turn right 89°19'20" and run Northerly a distance of 10 feet, more or less to the grantor's Northerly property line and to the end of this easement.

TCE

A 15 foot wide Temporary Construction Easement lying Southerly of, parallel to and abutting the above described right-of-way.

The outer boundaries of said Right-of-Way and/or temporary construction easement being extended or trimmed as necessary to terminate at the property lines of the grantor.

Less and except any portion of said Sanitary Sewer Easement or the Temporary Construction Easement that lies within existing Roadway rights-of-ways, existing easements or outside the boundaries of the grantor's property.

All of said Sanitary Sewer Easement and Temporary Construction Easement lies in the NW 1/4 of the SW 1/4 of Section 29, Township 18 South, Range 4 West, and the Sanitary Sewer contains 0.122 acres, more or less, and the Temporary Construction Easement contains 0.088 acres, more or less.



LLC., in the amount of \$60,099.12 to provide maintenance and support services for Pump Station Remote Monitoring Units.

STATE OF ALABAMA)  
CONTRACT NO.: 6766  
JEFFERSON COUNTY)

CONTRACT AMENDMENT 2

The Contract between the Jefferson County Commission, and Mission Communications, LLC. to provide "Maintenance and Support Services for Pump Station Remote Monitoring Units is amended as follows:

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

3. COMPENSATION: \$60,099.12

6. AMEND TERM: October 1, 2016 to September 30, 2017

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

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

CONTRACTOR  
Matt Crousillac, Central Regional Manager Mission Communications, LLC.

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

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JAN-12-2017-23

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Change Order No. 1 between Jefferson County and American Healthcare Resources. This Change Order allows the original Agreement terms to be extended for an additional six (6) months.

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

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JAN-12-2017-24

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 Kerbs Engineering, Inc.

#### AGREEMENT

To Provide Professional Engineering Services For The  
FY2017 Electrical and Process Improvements at Five Mile, Prudes, and Valley Creek WWTPs

This AGREEMENT made this 12th day of January, 2016, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Krebs Engineering, Inc., as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the development of Contract Documents for the installation of screening improvements at the Prudes Creek Waste Water Treatment Plant; and installation of electrical, networking and SCADA improvements the Five Mile, Prudes Creek and Valley Waste Water Treatment Plants as outlined in the Scope of Work.

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

#### ARTICLE I SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT shall meet the requirements for conformance with the standards adopted by the COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

The scope of work proposed in this AGREEMENT consists of the development of contract documents for the completion of electrical and process improvement at the Prudes Creek, Five Mile and Valley Creek Waste Water Treatment Plants.

#### SECTION 1 OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the following general engineering services at all project sites:

##### Design Services

1. Performance of field surveys for engineering design; not property surveys for easements or conveyance of ownership
2. Site visits to the Prudes Creek, Five Mile and Valley Creek Wastewater Treatment Plants to discuss issues with facilities staff.
3. Evaluation of screenings alternatives to include new screening equipment and/or screenings conveyance equipment.

4. Develop scope of work for SCADA improvements with COUNTY's SCADA maintenance provider for Five Mile Waste Water Treatment Plant related to remote monitoring equipment at the aeration basins.
5. Develop scope of work for SCADA improvements with COUNTY's SCADA maintenance provider for Prudes Creek Waste Water Treatment Plant related to new screenings equipment.
6. Develop scope of work for PLC improvements with COUNTY's PLC maintenance provider for Valley Creek Waste Water Treatment Plant Dewatering Building and Filtrate Pump Station.
7. Development of recommendations and cost estimates for improvements.
8. Preparation of design report and estimates of probable cost of construction
9. Detailed design of screenings improvements.
10. Detailed design of electrical improvements related to L Medium voltage bus duct systems at Five Mile Waste Water Treatment Plant Influent Pump Station electrical service
- H. Cabling to TSS probes/transmitters at Aeration Basin at Five Mile Waste Water Treatment Plant iii. Installation of security camera monitoring at headworks of Prudes Creek Waste Water Treatment Plant. iv. Network cabling to all new PLC's at Valley Creek Waste Water Treatment Plant.
11. Negotiation of proposals for SCADA and PLC improvements with COUNTY's SCADA and PLC maintenance provider for inclusion in Contract Documents.
12. A maximum of two (2) design meetings with the COUNTY's staff concerning the project design.
13. Preparation of one set Plans, Specifications and Contract Documents for all design improvements.
14. Review of Plans and Specifications with the COUNTY and/or the person designated by the COUNTY to act in such review capacity.
15. Furnishing to the appropriate agencies and other governmental agencies having jurisdiction, the number of sets of Plans and Specifications required for review purposes.
16. Securing from the appropriate agencies permission to construct the proposed project; and furnishing to the COUNTY two (2) sets of prints.

#### Bid Period Services

After the Plans and Specifications for each respective phase has been approved by the appropriate agencies, the CONSULTANTS will furnish the following services through the award of the Contract for the project:

1. Mail copies of the "Advertisement for Bids" to those contractors engaged in the type of construction work contemplated in order to maximize development of interest in the project (the COUNTY shall pay the cost of inserting the "Advertisement for Bids" in newspapers, construction journals, etc.)
2. Issue Plans, Specifications and Contract Documents to those contractors requesting such Plans, Specifications and Contract Documents
3. Furnish a representative for attendance at the opening of Bids
4. Check, tabulate and evaluate bids received
5. Make recommendations to the COUNTY regarding the award of the construction contract
6. Prepare five (5) sets of construction contract documents for execution by the COUNTY and the successful contractor, hereinafter called the "CONTRACTOR", to whom the award is made
7. Furnish a representative for attendance at the award conference (if such award conference should be required).

#### Construction Administration Services

Construction Administration services are based on a 180 day construction period. During the progress of the construction work the CONSULTANTS will furnish the following services:

1. The CONSULTANT will furnish a representative for attendance at the preconstruction conference
2. Before the initiation of construction work on the project, will provide horizontal and vertical control (reference points and bench marks) for use by the CONTRACTOR in his layout of the work.
3. Provide general engineering review of the work through a project manager or project engineer, who will make a site review of the work a maximum of once (1) a week as construction of the project progresses
4. Assist COUNTY in coordination of submission of CONSULTANT and CONTRACTOR invoices and CONTRACTOR payroll information.
5. Review and forward to the COUNTY one (1) copy each of shop drawings, equipment drawings, material specifications and working drawings submitted by the Contractor
6. Review and forward to the COUNTY one (1) copy each of laboratory, shop and mill test reports submitted by the Contractor
7. Note and report to the COUNTY any observed deviations from the intent of the Plans and Specifications, and recommend to the COUNTY any appropriate action to be taken by the COUNTY;
8. Prepare and present to the COUNTY for payment the periodic and final estimates of work performed on the project
9. Prepare a "punch list" of items of work, if any, to be corrected by the Contractor
10. Prepare for submittal to the COUNTY a final report on the Project.
11. Prepare and submit one (1) set of Record Drawings on mylar. Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation, operation, or maintenance of the public works improvements by the CONSULTANT.

## SECTION 2 OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous drawings, submittal documents, reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Pay for specialized geological studies, laboratory tests, concrete tests, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
6. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
7. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

8. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.
9. Prepare all, deeds for rights of way acquisition, and negotiate for and secure ownership of all required properties and easements from property owners affected.
10. Assume all costs of archaeological and vegetative studies if required.
11. Assume all costs of public hearing if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.

### SECTION 3 CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project(s). The maximum number of meetings is described in SECTION 1 above.
2. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties. The maximum number of meetings is described in SECTION 1 above.

### ARTICLE II TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be completed within 18 months. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and ad
3. In case the COUNTY should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with Article IV, Section 1.
4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

### ARTICLE III PAYMENT

SECTION 1 For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: For the work contemplated under Article 1, Section 1, for Design Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Fifty five thousand dollars (\$55,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement. For the work contemplated under Article 1, Section 1, Bid Period Services and Construction Administration Services, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of Fifty Thousand Dollars (\$50,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform Bid Period Services and Construction Administration Services. Actual project time will be determined at a



later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2 The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or related to the services rendered by the CONSULTANT under or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the COUNTY.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

##### SECTION 1 CHANGE OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within 10 days notify the COUNTY in writing. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given, and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice, and an equitable reduction in the CONSULTANTs fee will be made on a proportional basis.

##### SECTION 2 OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director of Environmental Services.

##### SECTION 3 CONSULTANT'S ENDORSEMENT

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

##### SECTION 4 DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE II TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

2. In the event that the COUNTY determines that the delays are avoidable and time extensions are not granted, the CONSULTANT may be subject to a liquidated damages charge of \$100 per day for each calendar day exceeding the time specified in Article II.

#### SECTION 5 TERMINATION OR ABANDONMENT

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

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If this AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY, establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If this AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY, confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

#### SECTION 6 TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.

B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.

C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.

D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

2. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

3. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 CONTROVERSY In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and conclusive for both parties.

SECTION 8 RESPONSIBILITY FOR CLAIMS AND LIABILITY CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. CONSULTANT specifically agrees that its Subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY and the Jefferson County Commission, Jefferson County Alabama, its elected officials, 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 attorneys' fees, for liability claimed against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, or subcontractors, or others.

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

Professional Liability each claim	\$2,000,000
General Liability and Property Damage Automobile and Truck Bodily Injury Liability and Property Damage	\$300,000.00
Liability Insurance	\$300,000.00
Workers Compensation	Statutory

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

SECTION 9 GENERAL COMPLIANCE WITH LAWS The CONSULTANT shall comply with the provision of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits required to do business as a CONSULTANT.

SECTION 10 SUBLETTING, ASSIGNMENT OR TRANSFER There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

#### SECTION 11 EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 CONTROL All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

#### SECTION 13 CONDITIONS AFFECTING WORK

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

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

A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal

Opportunity provision of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit D as required by Jefferson County Commission Administrative Order A02008 4.

B. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the regulation relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

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

(2) Cancellation, termination or suspension of the contract, in whole or in part.

#### SECTION 14 GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. 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.

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

#### ARTICLE V

##### SECTION 1 EXECUTORY CLAUSE

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

B. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY or COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to workmen's compensation coverage, or retirement membership or credit.

#### ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Krebs Engineering, Inc. on the 15<sup>th</sup> day of October, 2016, and the COUNTY on the 12<sup>th</sup> day of January, 2017.

Krebs Engineering, Inc.

Gary L. Huffman, President Krebs Engineering, Inc.

RECOMMENDED: Jefferson County Environmental Services Department  
David Denard, Director

ATTEST:

Millie Diliberto  
Minute Clerk

JEFFERSON COUNTY COMMISSION  
Jimmie Stephens, President

(STATE OF ALABAMA)  
(JEFFERSON COUNTY)

I, Mildred G. Diliberto, Notary Public in and for said COUNTY in said STATE, do hereby certify that James A. Stephens, who is named as Jimmie Stephens, President of the Jefferson County Commission, is signed to the foregoing AGREEMENT and who is known to me, acknowledged before me on this day that, being informed of the contents of this AGREEMENT, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand this 12th day of January 2016.

Mildred G. Diliberto  
Notary Public  
State at Large  
My Commission Expires August 31, 2019

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

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JAN-12-2017-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County Environmental Services Department and U.S. Department of the Interior, in the amount of \$132,700.00 for the Joint Funding Agreement to continue the operation of ten continuous record stream flow gaging stations with data collection platforms in Jefferson County, which includes the water quality monitoring of temperatures, specific conductance, and dissolved oxygen at seven of those stations.

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

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JAN-12-2017-26

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Angela Gerald has been denied.

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

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JAN-12-2017-27

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Mary Jillian England in the amount of Five Thousand Eight Hundred Fifty and no/100 (\$5,850.00) 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 Mary Jillian England in the amount of \$5,850.00 and forward it to the County Attorney for disbursement.

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

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JAN-12-2017-28

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

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

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JAN-12-2017-29

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

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

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JAN-12-2017-30

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Timothy Cooper Crawford is hereby denied.

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

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JAN-12-2017-31

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Christopher Terrell in the amount of Eleven Thousand Eight Hundred Seventy Eight and 47/100 (\$11,878.47) 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 Christopher Terrell in the amount of \$11,878.47 and forward it to the County Attorney for disbursement.

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

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JAN-12-2017-32

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

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

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JAN-12-2017-33

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Rashamad White has been denied.

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

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JAN-12-2017-34

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Alfa Insurance on behalf of Norma Reese in the amount of Five Thousand Two Hundred Forty and 80/100 (\$5,240.80) 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 Alfa Insurance in the amount of \$5,240.80 and forward it to the County Attorney for disbursement.



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

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JAN-12-2017-35

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim for services performed by Seniority Group has been denied.

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

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JAN-12-2017-36

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the Finance Director to prepare poll worker checks, canvassing board checks, and poll site rental and cleaning checks for the March 7, 2017 Jefferson County School Tax Renewal Election.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

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JAN-12-2017-37

WHEREAS, Karen Dunn Burks is requesting compensation for serving as Absentee Elections Manager for the General Election on November 8, 2016; and

WHEREAS, Burks served as Elections Manager for 45 days, plus the day of the election, for a total of 46 days at \$200 per day; and

WHEREAS, the total amount due is \$9,200; and

WHEREAS, the compensation is authorized by Section 17 10 14 (amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act. No. 2006 327.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission authorizes payment of the requested compensation to Karen Dunn Burks as Absentee Elections Manager for said Election.

Adopted: January 12, 2017.

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

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JAN-12-2017-38

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the petty cash fund in the amount of \$40,000 established for the Revenue Department be increased by \$20,000 to a new total of \$60,000. The increase is due to the cash needed to establish a petty cash fund to operate the Northern Satellite office.

James A. Stephens, President  
Jefferson County Commission

Date January 12, 2017

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

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JAN-12-2017-39

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 Honor Him I.T. Services, LLC. For the purpose of migrating systems from the Legacy Mainframe.

STATE OF ALABAMA  
JEFFERSON COUNTY

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of January, 2017 by and between Jefferson County, Alabama, hereinafter called "the County, and Honor Him I.T. Services, LLC located at 3022 Magnolia Drive, Leeds, Alabama 35094, hereinafter called "the Contractor."

WHEREAS, the County desires to contract for the professional services for the purpose of assisting the Information Technology department in migrating the County's operating systems off of the Jefferson County Commission's Legacy mainframe.

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

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

**ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

**SCOPE OF SERVICES:** The contractor agrees to provide professional services of COBOL supportive programming and related services to facilitate data migration, data extraction, data filtering, data scrubbing, data formatting, and data warehousing at the direction of the Information Technology Department. Contractor agrees to be available to assist the Information Technology Department a minimum of 20 hours per week. The parties agree that Contractor may be required to work up to 40 or 60 hours per week should it be necessary to meet project deadlines.

All work will be performed on premises at the County, unless Contractor is provided advance written approval from the Director of Information Technology to perform work off site.

**TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of this agreement shall commence on January 12, 2017 and continue through February 28, 2018.

**COMPENSATION:** As compensation for the Contractor's professional services performed hereunder, the County shall pay the Contractor an hourly rate of \$125.00 an hour. In no event will the contract amount exceed \$150,000.00. The County will provide payments within Thirty (30) days after receipt of invoices from Contractor.

**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 Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor 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.

**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 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.

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.

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

**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.

**TERMINATION OF CONTRACT:** This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 5 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Contractor shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

**INDEMNITY:** Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the Agency, its Council, boards, commissions, officers and employees, Contractor shall indemnify, defend and hold harmless the Agency, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

**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 Manager 716 Richard Arrington Jr. Blvd N Room 251 Birmingham, Alabama 35203

Copy to: Director of Information Technology  
716 N Richard Arrington Jr. Blvd. North  
Room A 700  
Birmingham, AL 35203

Contractor: John D. McClendon, M.P. 3022 Magnolia Drive Leeds, Alabama 35094

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 Contractor 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 for 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. Contractor is also required to include the bid number on the evidence of insurance.

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

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

CONFLICT OF INTEREST: The Contractor declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the 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 the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employees 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 Contractor for which compensation will be claimed during the period of time this contract is being performed.

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.

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.

All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONTRACTOR:

John D. McClendon

JEFFERSON COUNTY, ALABAMA

James A. Stephens

President, Jefferson County Commission

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

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JAN-12-2017-40

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 Precision Graphics, Inc. for Cass Certification, sort, mail and print processing services.

STATE OF ALABAMA)  
NO. 00008713  
JEFFERSON COUNTY)

CONTRACT

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Precision Graphics, Inc., located at Lewisburg Road, Birmingham, AL 35207, hereinafter called "the Contractor". The effective date of this agreement shall be at upon Commission approval.

WHEREAS, the County desires to contract for Cass Certification, Sort, Mail and Print Process Service for the County, hereinafter called Jefferson County, "Revenue Department, Tax Collector Department, Tax Assessor Department, Board of Equalization, and Sewer Billing"

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

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

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

SCOPE OF SERVICES: This Contract results from Jefferson County's Commission RFP 76-16 dated June 8, 2016, the terms of which are included herein by reference. The RFP describes the scope of services called for and the Response contains the statements and representations of the contractor, thereto. The response from Precision Graphics, Inc., constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional Cass Certification Sort, Mail, and Print Process Service to the Jefferson County Facilities listed at any time after the effective upon execution by the Jefferson County Commission (contract term generally for 1 year, however may be extended at the County's option for two additional years until 2019.)

COMPENSATION:

The Contractor shall be compensated for services rendered at cost (Exhibit A) not to exceed \$700,000.00.

**PAYMENT TERMS:**

NET 30 upon Receipt of Invoice

**INVOICING:**

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 County Courthouse  
716 Richard Arrington Jr., Blvd. North  
Birmingham, AL 35203

**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.

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

**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.

**TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a



breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

**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.

**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.

**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.

**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:** 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.

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 any member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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

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

Authorized Representative  
(Precision Graphics, Inc.)

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President  
Jefferson County Commission

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

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JAN-12-2017-41

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

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

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

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

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

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Covenants were filed for the following zoning case: Z-2016-017 Wendy and Michael Walton, owners; requests a change of zoning from C-1 (Commercial) and A-1 (Agriculture) to C-1(A) for a family restaurant offering sale of beer, wine, and liquor for on - premise consumption. Part of Parcel ID# 42-08-2-000-018.000 and Parcel ID# 42-08-2-000-042.000 in Section 8 Twp. 20 South Range 4 West. (Case Only: 6530 Pochontas Road, Bessemer, AL 35022)(LOVELESS PARK)(3.25 Acres M/L)

Contingencies:

1. Approval of a preliminary drainage study and the entrance by the Department of Roads and Transportation; and
2. Approval of the site plan and building facade by the Planning and Zoning Commission.

Covenants:

1. The restaurant will close by 9:00 pm Sunday through Thursday and by 10:00 pm on Fridays and Saturdays; and
2. There shall be no amplified sound or amplified music outdoors; and
3. All site lighting shall be directed downward.

The Planning and Zoning Commission approved the site plan and building facade on December 8, 2016. Covenants were filed the same day. The applicants planned to re-use and expand the existing structure, and use gravel for the parking area, negating the need for the preliminary drainage analysis as communicated by the County Drainage Engineer on December 13, 2016.

Approved and adopted by the Jefferson County Commission this the 12<sup>th</sup> day of January, 2017.

Recorded in Minute Book 170, Page(s) 545

Attest:

Millie Diliberto

Minute Clerk, Jefferson County Commission

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

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JAN-12-2017-42

R E S O L U T I O N

".... The hoary head is a crown of glory, if it be found in the way of righteousness..."  
-Proverbs 16:31

WHEREAS, the Jefferson County Commission, with warm wishes and heartfelt greetings, congratulates Mrs. Lucille Washington Knox as she celebrates another year of life; and

WHEREAS, it is indeed a privilege and honor to celebrate the 100<sup>th</sup> birthday of Mrs. Knox, born January 12, 1917; and

WHEREAS, Mrs. Knox, an educator since 1936, taught her first class at Robinson School in Fairfield. She was one of the original English Instructors at Wenonah State Vocational School, which later became Lawson State. She served there from 1965 to 1982; and

WHEREAS, Mrs. Knox was married to the late T. J. Knox, who was a pharmacist at the historic Masonic Temple in Birmingham and later became the Athletic Director at Miles College. They were married for 47 years until his death in 1983; and

WHEREAS, Mrs. Knox has been a resident at her Maple Avenue address for over 50 years, moving there in July of 1963 ; and

WHEREAS, Mrs. Knox was very active in the community until her health limited her abilities, however she still has all of her mental faculties and can tell you anything you want to know about the history of Lawson State Community College. We thank God for such a wonderful woman as she celebrates 100 years of life.

NOW THEREFORE ON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that we recognize the 100<sup>th</sup> birthday of Mrs. Lucille Washington Knox, and that a copy of this resolution be presented to her on the 12<sup>th</sup> day of January 2017.

Signed by the Jefferson County Commission on this the 12<sup>th</sup> day of January 2017.

James A. Stephens, President

Sandra Little Brown,

President Pro Tempore

George Bowman,

Commissioner

T. Joe Knight, Commissioner

W. D. Carrington,

Commissioner

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

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JAN-12-2017-43

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission president be and is hereby authorized to execute the following Agreement(s) between Jefferson County, Alabama and Grupo Antolin North America, Inc., d/b/a Antolin Alabama, Inc.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the 12th day of January, 2017, by and between JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and GRUPO ANTOLIN NORTH AMERICA, INC., d/b/a ANTOLIN ALABAMA, INC., a Michigan corporation ("Grupo").

RECITALS:

WHEREAS, Grupo's North American Industry Classification System (NAICS) Code 336390 meets the qualification of an industrial or research enterprise in accordance with Section 40-9B-3(10), Code of Alabama 1978, as amended; and

WHEREAS, Grupo has announced plans for a new project, located within the jurisdiction of the County; and

WHEREAS, the Project is estimated to be completed by the 30<sup>th</sup> day of September, 2019; and

WHEREAS, the Project will be located within the jurisdiction of the COUNTY OF JEFFERSON; and

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

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

WHEREAS, the County has considered the request of Grupo and the completed applications filed with the County by Grupo, in connection with its request; and

WHEREAS, the County has found the information contained in Grupo's application to be sufficient to permit the County to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community, and determined that the major addition to the existing facility in the State of Alabama and in Jefferson County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, at its meeting held on the 12<sup>th</sup> day of January, 2017, (the Meeting), the County approved Grupo's application for abatement of:

- All state and local non-educational property taxes for a period of ten (10) years from the completion date of the Project,
- All construction related transaction taxes, except those local construction related transaction taxes levied for education purposes.

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by Grupo applying for the abatement, and

WHEREAS, for the purposes of the abatement of all non-educational property taxes it has been determined that no portion of the Project has been placed in service or operation by Grupo or by a related party, as defined in 26 U.S.C. Section 267, with respect to Grupo prior to the effective of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise: Predominantly as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sections 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 1155111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), *Code of Alabama 1975*, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January, 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto; and

WHEREAS, Grupo is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the County represents and warrants to Grupo (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the County;

NOW, THEREFORE, the County and Grupo in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

- (a) Abatement of state and local non-educational real property ad valorem taxes with respect to Grupo's Investment in the Project. The abatement period shall last for a period of ten (10) years.
  - (b) Abatement of state and local non-educational personal property ad valorem taxes with respect to Grupo's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of personal property purchased within two (2) years of the beginning of the abatement period, said abatement to start on a property basis, on October 1<sup>st</sup> following the date and time Grupo takes possession of each said piece of personal property.
  - (c) Construction related transaction taxes: abatement of the transaction taxes imposed by Chapter 23 of Title 40 Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;
2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The County and Grupo hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated.
- (a) The non-educational personal property taxes to be abated by the County are expected to total \$213,738 for the ten (10) year abatement period, beginning with the October 1 lien date next proceeding the acquisition date of abated property.
  - (b) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$52,250, and such abatement shall not extend beyond the date the Project is placed in service.
3. Grupo hereby makes the following good faith projections:

- (a) Amount to be invested in the Project: \$10,530,000.00
- (b) Number of individuals to be employed initially at the project and in each of the succeeding three years:  
Initially 38 Year 1 98 Year 2 134 Year 3 150 .
- (c) Annual payroll initially at the project and in each of the succeeding three years:  
Initially \$1,669,605 Year 1 \$3,075,116 Year 2 \$5,054,460 Year 3 \$5,671,267

- 4. Grupo shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6 (c) of the Act.
- 5. Grupo will provide an annual report to the County Manager's Office and the Tax Assessor's Office outlining the progress (job creation and annual payroll) accomplished in accordance with the tax abatement agreement.

**GENERAL TERMS**

Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

Public Notice. Grupo and County agree to publish a joint press release no later than the day of Committee Meeting wherein the tax abatement is placed on the Commission agenda for approval. Additionally, at a time deemed convenient to both Grupo and County the parties agree to host a public press conference at an on-site ground breaking or ribbon cutting ceremony.

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

Local. Grupo will use its commercially reasonable efforts to identify, recruit and hire qualified residents of the County for its available employment positions with its various business operations at the Project site. Additionally, Grupo agrees to give preference to using local contractors, builders, suppliers and vendors as it is reasonably able.

Assignment. Grupo may not assign or transfer this Agreement or any interest herein or any part hereof to another entity, other than an affiliate, without the written consent of the County. Any assignment or transfer inconsistent with the terms hereof shall nullify and make void any obligation of the County otherwise required herein.

Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, Grupo consents to the jurisdiction and venue of the courts of Jefferson County, Alabama with respect to any matter arising hereunder.

Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the County: Jefferson County Manager  
Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Room 251  
Birmingham, Alabama 35203

Tax Assessor



Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Room 170  
Birmingham, Alabama 35203

With a copy to:  
Jefferson County Attorney  
Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Room 280  
Birmingham, Alabama 35203

To Grupo: Grupo Antolin North America, Inc.  
Ana Raquel Heredia  
1700 Atlantic Boulevard  
Auburn Hills, MI 48326

Or to such other address as the parties shall designate from time to time by written notice.

Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Immigration Act Compliance.

(a) With respect to individuals employed by Grupo at the Project Site, Grupo represents and warrants that it does not and will not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act and that, during the performance of this Agreement, Grupo shall participate in the E-Verify program as required under the terms of the Act.

Grupo covenants that Grupo shall not hire, retain or contract with any contractor which Grupo knows is not in compliance with the Act.

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement.

Representations and Warranties. Grupo makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Grupo is a duly organized and existing Michigan corporation, in good standing, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of Grupo's undersigned officer have been duly authorized by a resolution duly adopted by Grupo's board of directors and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of Grupo to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Grupo hereunder, have been duly taken.

(d) The execution and performance of this Agreement by Grupo do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Grupo is a party.

(e) Grupo certifies that it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability at its discretion.

The representations, warranties and covenants made by Grupo herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

Relationship of Parties. The County and Grupo agree that nothing contained in this Agreement, or any act of Grupo or of the County, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Grupo and the County other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the County has no investment or equity interest in the business of Grupo, and shall not be liable for any debts of Grupo, nor shall the County be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Grupo, nor shall Grupo at any time or times use the name or credit of the County in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of Grupo and its successors and assigns and shall be binding upon and shall inure to the benefit of the County and its successors and assigns.

Entire Agreement; Amendment. This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the County and Grupo. No stipulations, agreements, or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties, or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

GRUPO ANTOLIN NORTH AMERICA, INC.  
D/b/a ANTOLIN ALABAMA, INC.

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

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

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JAN-12-2017-44

TAX INCENTIVE AGREEMENT

This development agreement (this "Agreement") is hereby made and entered into on this the 12th day of January, 2017, by and between Jefferson County, Alabama (the "County") and Grupo Antolin North America, Inc., d/b/a Antolin Alabama, Inc. ("Grupo").

#### RECITALS

WHEREAS, the County enthusiastically supports and encourages economic and industrial development in order to develop a solid and diverse local economy, to increase employment opportunities, to broaden the County's tax base, to increase revenues and to provide necessary and improved services to the citizens of the County; and

WHEREAS, Amendment No. 772 of the Constitution of Alabama (1901) (Section 94.01(a) of the Recompiled Constitution of Alabama, hereinafter referred to as "Amendment 772"), authorizes the County to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic and industrial development of the County; and

WHEREAS, Grupo is a leading company in the development, design and manufacture of interior components for the automobile industry; and

WHEREAS, Grupo is leasing property located at 6801 Jefferson Metropolitan Parkway, McCalla, Alabama ("Project Site") and plans to utilize the facility for the development, design and manufacturing of interior components for the automobile industry ("Project") located at the Project Site; and

WHEREAS, the Project will involve an anticipated investment from Grupo of \$10,350,000 and is expected to result in the creation of 150 new jobs within the County by 2020, a minimum of 16 and maximum of 73 of which will make a salary of more than \$47,000 annually which will result in additional sales and use taxes, business license taxes, ad valorem taxes, and other benefits for the County; and

WHEREAS, in compliance with Amendment 772, the governing body of the County shall approve at a public meeting a resolution containing a determination by such governing body that the expenditure of public funds as set forth herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, in compliance with Amendment 772, at least seven days prior to the aforementioned public meeting, the County shall cause to be published in the *Birmingham News*, the newspaper having the largest circulation in the County, a notice describing in reasonable detail the action proposed to be taken at such public meeting, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, to induce Grupo to develop the Project on the Project Site, the County has agreed to provide certain incentives to Grupo in the form of County Assistance, as defined herein; and the County desires to have Grupo locate its operations in the County by undertaking the Project; and

WHEREAS, as a result of the County's inducements to be provided in the form of County Assistance, Grupo has decided to undertake the Project; and

WHEREAS, the County finds it necessary, proper and in the public interest in accordance with Amendment No. 772, that the County should enter an Agreement with Grupo pursuant to which Grupo will undertake the Project and the County will provide the County Assistance in support of the Project in accordance with the terms and conditions of this Agreement, which will promote the economic and industrial development of the County and accordingly is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment No. 772; and

WHEREAS, the County does hereby further ascertain, determine, declare and find that the development and implementation of the Project with the County Assistance in support of the development and implementation of the Project provided in this Agreement is in the best interest of the County and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting local economic and industrial development and stimulating the local economy; increasing population and employment opportunities in the County; increasing the County's tax base, resulting in additional tax revenues for the County; and promoting the development and expansion of business enterprises in the County, all which inure to the economic health of the County and constitute important public benefits to the County and its citizens.

#### AGREEMENT

NOW THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other good and valuable consideration the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

- 1.1 "Commencement Date" shall have the meaning set forth in Section 2.2 below.
- 1.2 "Completion Date" shall have the meaning set forth in Section 2.2 below.
- 1.3 "County Assistance" shall have the meaning set forth in Section 3.1 below.
- 1.4 "Employment Period" employee must be employed for a period of 12 months.
- 1.5 "Full-Time Employee or FTE" shall mean (i) a person who is being employed by Grupo in performing a job requiring not less than thirty-six (36) hours per work week, (ii) a person whom Grupo identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (iii) a person who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within Grupo.
- 1.6 "Jobs Commitment" shall have the meaning set forth in Section 3.1 below.
- 1.7 "Project" shall have the meaning set forth in the Recitals to this Agreement.
- 1.8 "Project Site" shall have the meaning set forth in the Recitals to this Agreement.

2. Project Implementation

2.1 In consideration of the County's agreement to provide the County Assistance, Grupo commits to undertake the Project in accordance with the requirements of this Agreement. The sole obligation of the County pursuant to this Agreement is to provide the County Assistance upon the terms and conditions set forth herein. Grupo shall be responsible for the planning and design of the Project and shall bear the cost of any improvements, labor, training, administrative or other expenses required to implement the Project. Grupo further agrees to

obtain all necessary approvals and permits for the Project and to commence construction on the Project by February, 2017.

2.2 The County shall have the option, upon written notice to Grupo, to terminate this Agreement in the event (i) Grupo has not commenced construction at the Project Site by February, 2017, (the actual date of commencement to be referred to herein as “Commencement Date”, as defined further below) or (ii) Grupo has not completed the Project prior to December, 2019, (the actual date of completion to be referred to herein as the “Completion Date”, as defined further below). For purposes of this Agreement, the Commencement Date is the date on which a licensed contractor retained by Grupo has commenced construction of the initial improvements at the Project Site. The Completion Date shall be the date on which a certificate of occupancy is issued for the last of the improvements at the Project Site.

2.3 As a condition to the County’s agreement to provide County Assistance, Grupo agrees to operate and maintain its business operation comprising the Project at the Project Site within the County for a period of at least ten (10) years following the Completion Date (such period to be referred to herein as the “Operating Period”). In the event Grupo closes or relocates its business operation from the Project Site to a location outside the County during the Operating Period, Grupo will re-pay to the County as liquidated damages (the parties agreeing that it would be impossible to determine the actual damages caused by such default) an amount equal to the actual amount of money given to Grupo multiplied by a fraction, the numerator of which is the number of whole or partial years Grupo maintained its headquarters and business operations at the Project Site following the Completion Date and the denominator of which is ten (10); provided, however, that in the event that Grupo sells all or substantially all of its assets or stock or privately held company or is not the survivor in a merger then the provisions of this Section 2.3 shall not apply.

3. County Incentives and Contingency Provisions

3.1 After completion of the project, the County will provide to Grupo \$2,000 for each new full time employment position hired by 2020 at a salary that at a minimum is \$47,000 annually. The County’s obligations to Grupo are subject to the following commitments:

- (a) Grupo agrees to hire a minimum of one hundred fifty (150) full time employees at the Project Site by 2020, a minimum of 16 and a maximum of 73 of which will make a salary of more than \$47,000 annually. The County will make payment to Grupo upon verification that the employee has met the Employment Period referenced in 1.4 above. Grupo pledges that it will hire full time Employees in accordance with the following schedule, such pledge to be referred to herein as the Jobs Commitment:

<u>Years</u>		<u>Total Full-time Employees</u>
Initially	2017	38
Year 1	2018	98
Year 2	2019	134
Year 3	2020	150

- (b) In no event will the County pay Grupo more than \$146,000.00 pursuant to this Agreement.

(c) In the event Grupo elects not to proceed with or otherwise abandons the Project prior to the County providing County Assistance, Grupo shall immediately notify the County in writing. Upon the County’s receipt of such notice, this Agreement shall be terminated without further action, vote or approval of the parties to this Agreement.

4. General Terms

4.1 This Agreement shall become effective on the date upon which it is executed by the last party to sign.

4.2 The County does hereby ascertain, determine, declare and find that the County Assistance provided to Grupo is in the best interest of the County and will serve the public purposes set forth in the Recitals above, notwithstanding any incidental benefit accruing to any private entity or entities.

4.3 (a) For purposes of this Agreement, an event of default shall be defined as (i) Grupo's breach or violation of any term or condition of this Agreement which is not cured with thirty (30) days after written notice from the County; (ii) any material representation made by Grupo in this Agreement, or in any certificate, notice, or request made by Grupo in writing and delivered to the County pursuant to or in connection with this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; (iii) the entry of a decree or order for relief by a court jurisdiction over Grupo in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, trustee (or similar official) of Grupo for any substantial part of its property or ordering the winding up or liquidation of Grupo's affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (iv) the commencement by Grupo of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; or (v) the consent by Grupo to the appointment of or taking possession by a receiver, liquidator, trustee (or other similar official) of Grupo or of any substantial part of Grupo's property or the making by Grupo of any assignment for the benefit of creditors.

(b) Upon the occurrence of an event of default by Grupo which is not cured with the applicable time periods set forth above, the County may, in its discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Agreement:

- (i) Seek and obtain injunctive relief or declaratory relief;
- (ii) Terminate this Agreement;
- (iii) if applicable, recover liquidated damages as provided in Section 2.3 herein subject to the provisions contained in Sections 3.2(f) and (g); or
- (iv) Exercise any and all other remedies available to the County at law or in equity.

(c) The County shall have the right to receive all provable damages, as well as reasonable attorney's fee and court costs, caused by the default of Grupo. Anything to the contrary notwithstanding, neither the County nor Grupo shall in any event be responsible or liable for consequential, exemplary or punitive damages as a result of any or omission in connection with this Agreement.

4.4 This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, Grupo consents to the jurisdiction and venues of the courts of Jefferson County, Alabama, with respect to any matter arising hereunder.

4.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.6 All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To the County:           Jefferson County Manager  
716 R. Arrington Blvd North, Suite 251  
Birmingham, AL 35203  
Phone: (205) 731-2880  
Fax: (205) 731-2879

With a copy to:  
Jefferson County Attorney  
716 Richard Arrington Blvd. North, Suite 280  
Birmingham, AL 35203  
Phone: (205) 325-5688  
Fax: (205) 325-5840

To Grupo:               Grupo Antolin North America, Inc.  
Ana Raquel Heredia  
1700 Atlantic Boulevard  
Auburn Hills, Michigan 48326

Or to such other addresses as the parties shall designate from time to time by written notice.

4.7       Grupo will use its commercially reasonable efforts to identify, recruit, and hire qualified residents of the County for its available employment positions with its various business operations located at the Project Site.

4.8       Grupo shall not assign any rights under this Agreement without the written consent of the County.

4.9       Grupo certifies by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement will be passed-through to another entity or individual. Grupo further certifies by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of 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 Grupo 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 this Agreement, no promise or commitment of any nature whatsoever of any - thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

4.10      Grupo will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. Grupo 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.

4.11      By signing this contract, Grupo affirms, for the duration of this Agreement, that it 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, if Grupo is found to be in violation of this section, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

4.12 Grupo agrees to indemnify, hold harmless and defend the County, its elected officers and employees (hereinafter referred to in this paragraph collectively as the "Indemnified Party"), from and against any and all loss, expense, or damage, including court costs and reasonable attorney's fees, for liability claimed by a third party against or imposed upon the Indemnified Party because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Grupo, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this Agreement. Grupo's obligation under this section shall not extend to any liability caused by the sole negligence of the Indemnified Party, or its employees.

4.13 This Agreement constitutes one entire and complete agreement and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the County and Grupo. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral condition, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended by a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date set forth below.

GRUPO ANTOLIN NORTH AMERICA, INC.,  
D/b/a ANTOLIN ALABAMA, INC.

JEFFERSON COUNTY, ALABAMA  
James A. Stephens  
County Commission President

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

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

JAN-12-2017-45

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Community Affairs Committee for the purpose of providing funding for the 2017 MLK, Jr.



Unity Breakfast in the amount of \$3000.00. The funds will be contributed from the following, District 1 will contribute \$1,000.00, District 2 will contribute \$1,500.00 and District 5 will contribute \$500.00.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Wednesday, January 25, 2017.

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President

ATTEST:

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Minute Clerk