

STATE OF ALABAMA)

JEFFERSON COUNTY) October 20, 2016

The Commission convened in regular session at the Jefferson County Justice Center in Bessemer, Alabama at 9:07 A.M., James A. Stephens, President, presiding and the following members present:

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

Invocation was led by Bruce C. McCartney, Lead Pastor, Flint Hill Baptist Church and the Pledge of Allegiance led by Commissioner Sandra Little Brown.

Motion was made by Commissioner Joe Knight and seconded by Commissioner Sandra Little Brown, that the Minutes of October 6, 2016, be and hereby are approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, October 18, 2016, and approved the following items to be placed on the October 20, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Items 1-6.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-10.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-13 and 2 Additional Items added in Committee.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1-2 and 1 Addendum Item.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-18 and 3 Addendum Items.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe Knight, that the entire agenda, resolutions 1 through 38 be adopted with the exception of item 24-a, which was pulled by the County Attorney. Commissioner David Carrington requested separate discussion and vote on items 8, 11, and 12, at which time items 11 and 12 were pulled for further clarification. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-20-2016-856

WHEREAS, Act 705 of the Alabama Legislature of October 2, 1986 establishes the personnel of the Jefferson County Planning and Zoning Commission; and,

WHEREAS, under the above Act one employee of the County designated by the County Commission shall serve on Jefferson County Planning and Zoning Commission; and,

WHEREAS, Deputy County Manager Dan Biles has been designated by the County Commission to serve in the above position; and,

WHEREAS, from time to time Mr. Biles is unable to attend Planning and Zoning Commission meetings due to other duties:

THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Zhaleh McCullers be appointed as an alternate for Dan Biles to serve on the Jefferson County Planning Commission in his absence.

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

OCT-20-2016-857

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is authorized to execute an amendment to the original agreement between Jefferson County, Alabama and Wolters Kluwer, d/b/a Lexicomp, Inc. as follows;

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00007380

This Amendment I to Contract entered into on the 30th day of September, 2016 between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "the County, and " Wolters Kluwer Clinical Drug Information, Inc. formerly known as Lexi-Comp, Inc.," hereinafter referred to as the "Contractor" for a software license with Formulink and Lexicomp Information Management System.

WITNESSETH:

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

WHEREAS, Lexi-Comp, Inc. changed its name to Wolters Kluwer Clinical Drug Information, Inc. effective April 8, 2015.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:
This Amendment I of the Contract No. 7380 between the parties referenced above, approved by the Commission on September 24, 2015; MB: 168, Page (s) 542, is hereby amended as follows:

TERMS OF AGREEMENT:

- Extend the term from November 1, 2016 through October 31, 2017.
- Compensation shall not exceed the original contract amount of \$5,134 for this term.
- All other terms and conditions of the original contract remains the same.

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

OCT-20-2016-858

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the original agreement between Jefferson County, Alabama and Data Innovations, LLC to provide maintenance and support services for Lab Instrument Manager Solution as follows;

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00008000

This is Amendment I to Contract entered into on the 19th date of November, 2015 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as the " County," and "Data Innovations, LLC," hereinafter referred to as the "Contractor" to provide maintenance and support for lab instrument manager solution .

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 referenced above, approved by the Commission on November 19, 2015; MB: 169, Page (s) 71, is hereby amended as follows:

TERMS OF AGREEMENT:

Amend the term to November 21, 2016 through November 20, 2017.

COMPENSATION:

Compensation shall not exceed the amount of \$8,331.12 annually for this term (see attached quote).

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

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

OCT-20-2016-859

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 Wolters Kluwer Clinical Drug Information for the purpose of accessing Lexicomp Online and Lexi-Select as follows;

WOLTERS KLUWER CLINICAL DRUG INFORMATION CONTENT LICENSE AGREEMENT
THIS WOLTERS KLUWER CLINICAL DRUG INFORMATION CONTENT LICENSE AGREEMENT is entered into by and between Wolters Kluwer Clinical Drug Information, Inc., an Ohio corporation ("WKCDI"), and Cooper Green Mercy Health Services ("Licensee").

1. DEFINITIONS. In addition to any definitions described within the body of the Agreement, the parties agree to the following definitions:

1.1. "Agreement" means this Content License Agreement, including any and all applicable addenda, exhibits, attachments and amendments agreed to by the parties in writing.

1.2. "Authorized Recipient" means an individual person who is a patient or customer of an Authorized User and is in a group of individual persons expressly permitted access to certain Content as described in the Permitted Use set forth in Exhibit 1, Section E.

1.3. "Authorized User" means a person or entity defined as an "Authorized User" as set forth in Exhibit 1, Section G, or such other person or entity approved in writing by WKCDI to access or use the Licensed Content under the terms of this Agreement.

1.4. "Content" means the information supplied by WKCDI, its affiliates and their respective licensors and made available within the Licensed Content. Unless otherwise stated, Content includes Third Party Material, if any.

1.5. "Documentation" means, individually or collectively, any WKCDI documentation manual, user manual, developer manual, implementation manual, release note, web-site notice, read-me

note, specification, technical bulletin , or similar information and documentation related to the Licensed Content , however titled, including updates and modifications thereto, in any form, supplied to Licensee or made available to Licensee by WKCDI.

1.6. "Effective Date" means the date set forth in Exhibit 1, Section B.

1.7. "Fee Term" means the twelve (12) month billing period beginning on the Effective Date and each successive twelve month billing period thereafter.

1.8. "Initial Term" means the number of years from the Effective Date as set forth in Exhibit 1, Section C.

1.9. "License Fees" means the fees set forth in Exhibit 1, Section F, and any other payments due to WKCDI under this Agreement.

1.10. "Licensed Content" means the WKCDI solutions identified in Exhibit 1, Section D.

1.11. "Licensee" means the person or entity identified in Exhibit 1, Section A.

1.12. "Permitted Use" means the explicit, limited use of the Licensed Content set forth in Exhibit 1, Section E, subject to the restrictions set forth in the Agreement.

1.13. "Renewal Term" means any of the successive renewal periods of length following the Initial Term as set forth in Exhibit 1, Section C and as further defined in Section 3.1.

1.14. "Term" means the Initial Term and any Renewal Terms as set forth in Exhibit 1, Section C.

1.15. "Third Party Material" means any data, information, content, software, or other material supplied or licensed to WKCDI by third parties and made available as part of the Licensed Content.

2. LICENSE GRANT - RESTRICTIONS - GENERAL USE PROVISIONS.

2.1. License Grant. Subject to all the conditions in the Agreement, during the Term, WKCDI grants to Licensee, and Licensee accepts, a limited, non-exclusive, non-transferable license to access and use the Licensed Content (including Documentation) in conformance with the Permitted Use. This is not a sale of the Licensed Content or of a copy of the Licensed Content. Any use or attempted use of the Licensed Content other than for the Permitted Use and in accordance with this Agreement is prohibited.

2.2. Conformance to Permitted Use: Geographic Scope. Only Authorized Users may access and use the Licensed Content in accordance with the Permitted Use. The Licensed Content was developed for use only in the United States (including United States territories), and in the case of certain identified types of Licensed Content, for use in Canada. Unless expressly identified in the Permitted Use, Authorized Users may not store, use, or access the Licensed Content outside of the United States (including United States territories) and Canada.

2.3. Authorized Users Compliance. Licensee shall use reasonable means to ensure Authorized Users' compliance with the terms of this Agreement. Licensee shall be directly liable for any breach of the terms of this Agreement by any Authorized User. Licensee shall promptly report to WKCDI any breach of this Agreement by an Authorized User, but in no event later than two (2) business days after becoming aware of an actual breach.

2.4. License Restrictions. Unless expressly within the scope of a Permitted Use, neither Licensee nor any Authorized Users may: (a) use, permit the use of, permit access to , or distribute the Licensed Content to any third party, (b) print all or any substantial portion the Licensed Content, (c) modify, translate, reverse engineer, decompile, disassemble, or attempt to derive or alter any of the Licensed Content or any underlying source code or software, (d) use the Licensed Content to provide service bureau, time sharing, or similar services to third parties, including any parent,

subsidiary, or other affiliate of Licensee, (e) distribute or sublicense the Licensed Content, or make any attempt to do so, (f) sell, assign, transfer, rent, lease, pledge, or encumber the Licensed Content or make any attempt to do so, (g) alter, remove, or hinder delivery of any Content in the Licensed Content, including without limitation any formatting, ordering or placement of Content, or any copyright, disclaimer, warning, data expiration date, or last updated date included in the Content, (h) take any action compromising the enjoyment and use of the Licensed Content by any other WKCDI customer, or (i) take any action compromising WKCDI's rights in the Licensed Content. This Section shall not prohibit Licensee from making a copy of Licensed Content as part of Licensee's automated information archival, backup, or disaster recovery systems, provided that such copy is not otherwise used or restored except for in the Permitted Use.

2.5. Compliance with Laws. Licensee and its Authorized Users shall use the Licensed Content and the information contained therein and results derived therefrom, in compliance with all applicable laws, including but not limited to applicable federal, state or provincial, and local laws, rules, and regulations.

2.6. Additional Restrictions for Third Party Material. Additional terms and conditions may apply to Licensee's use of Third Party Material, if any, that is included in the Licensed Content. Such additional terms and conditions, if applicable, shall be presented in writing (including through Documentation) in advance to Licensee. In the event of changes in the terms applicable to such material, WKCDI reserves the right to terminate access to the Third Party Material, modify the Third Party Material accessible hereunder, or add additional terms and conditions applicable to the Third Party Material, in each case effective immediately upon notice being made reasonably available to Licensee. In the event that WKCDI exercises its rights under this Section, Licensee's recourse is limited to requesting a pro-rata refund of any prepaid but unused License Fees specifically relating to affected Licensed Content containing the Third Party Material based on the number of months remaining in the applicable Fee Term.

2.7. No Competition. Under no circumstances shall Licensee use the Licensed Content, any portion thereof or any information derived therefrom, to develop or to assist any third party in developing any content, product(s) or service(s) in any format similar to, or which could be competitive with, the Licensed Content or any other content or service(s) provided by WKCDI or an entity under common ownership with WKCDI.

2.8. Use of Names. Except as provided in this Section, neither WKCDI nor Licensee will use the name of the other party, or any trademark or service mark owned by the other party, except: (a) as expressly permitted in this Agreement, (b) as authorized in writing by the other party, or (c) as required by law or the rules of a stock exchange listing a party's securities. At no time shall Licensee state or imply to any third party that WKCDI has any responsibility or liability for any services of Licensee. WKCDI authorizes Licensee to display the name "Wolters Kluwer Clinical Drug Information, Inc. " and the name(s) of any relevant WKCDI content in Licensee developed user manuals, screen displays and reports, and in Content that is electronically displayed or printed or distributed in hard copy to an Authorized User or Authorized Recipient solely to indicate that WKCDI is the owner and source of the Licensed Content.

2.9. Agreement Confidentiality. Licensee shall treat the Agreement as WKCDI's confidential information and may not disclose this Agreement or any other terms herein, including particularly but not exclusively the License Fees set forth in Exhibit 1, Section F, to any third party.

Prior to executing this Agreement or promptly upon receiving notice that any law (including without limitation any Freedom of Information Act), legal process, judicial order, or governmental or regulatory mandate requires or may require Licensee to disclose any portion of the Agreement, Licensee shall notify WKCDI so that WKCDI may take appropriate action, at its own expense, to protect such confidential information. WKCDI acknowledges that if Licensee is a public entity, Licensee's obligations under this Section may be limited by law, and nothing in this Section shall be deemed to require Licensee to act in contravention of such applicable law.

2.10. Implementation; Updates. Licensee agrees to obtain, install and maintain, at its expense, all third party services, hardware, non-WKCDI software and other technology necessary to access, update and use the Licensed Content. WKCDI is not required to provide any updates, enhancements or modifications to the Licensed Content except as specifically set forth in Exhibit 1 or, in the case of web-hosted Licensed Content, as is generally made available to all users of such Licensed Content at no additional fee while Licensee is under active subscription for such Licensed Content.

2.10.1 If programming by Licensee is required to access, install or use the Licensed Content, Licensee will perform, at its expense, the programming and installation of the Licensed Content in conformance with the Documentation, including unaltered display of the Content as formatted, ordered and placed, and any copyright, disclaimer, warning, data expiration date, or last updated date included in the Content. Licensee will program so as to use the most recent Licensed Content provided to Licensee by WKCDI pursuant to the Agreement.

2.10.2 If programming for access to, or use of, the Licensed Content by Licensee is performed by a third-party contractor to Licensee, such contractor shall be considered an agent of Licensee and may have access to the Licensed Content and Documentation through Licensee as a limited Authorized User solely for the benefit of Licensee and for the purpose of permitting Licensee and its Authorized Users to use the Licensed Content in accordance with a Permitted Use. Licensee warrants that such contractor will be under an obligation of confidentiality in accordance with an agreement between Licensee and the contractor that extends to the Licensed Content and Documentation under terms no less protective of WKCDI's information than the terms contained in this Agreement. Licensee is liable for such contractors' use, misuse, or breach of confidentiality relating to the Licensed Content or Documentation.

2.11. Licensee Modifications. Licensee shall not modify, or create a derivative work from, the Licensed Content without the explicit, prior written permission from WKCDI. Licensee assumes all liability for any modification made by Licensee or on behalf of Licensee at the direction or request of Licensee.

2.12. Professional Responsibility.

2.12.1 Licensee acknowledges that different types of Content included with the Licensed Content have different intended uses, scopes, capabilities, and limitations. Licensee agrees that Authorized Users will be provided with access to Documentation that explains these unique characteristics of the Content at all times during which an Authorized User has access to the Licensed Content. Licensee further acknowledges that WKCDI has no way to verify that any Authorized User has the knowledge and training necessary to properly and effectively use the Licensed Content.

2.12.2. The Content included in the Licensed Content is intended to serve as a quick access, concise initial reference and not as a complete reference source. The Content does not include information concerning every health condition, therapeutic agent, laboratory test, or diagnostic procedure available. Licensee agrees that WKCDI provides no business, medical, pharmaceutical, or other professional advice or patient services in connection with this Agreement or as part of or as a result of the provision of the Licensed Content. Licensee understands that WKCDI has no ability to determine the appropriateness of the use of Content by Licensee or any Authorized User in the course of their business or practice of healthcare, or to determine the appropriateness of the use of the Content with any individual Authorized Recipient or to determine whether an Authorized Recipient understands their health conditions, medications, or other potential treatment options.

2.12.3 The Content is clinically oriented, and intended to be used only by Authorized Users. Authorized Users will rely on their own discretion, experience and judgment in medical diagnosis and treatment, including without limitation, determining the correctness, completeness, timeliness, and suitability of the Content for individual Authorized Recipients. Licensee acknowledges that the professional duty to a patient in the provision of healthcare services (including the dispensing of drug prescriptions, provision of drug information, substitution of one drug product for another, availability of generic substitutable alternative drug products, and answering questions a patient may have) lies solely with the healthcare professionals providing direct patient care or pharmacy services. Licensee acknowledges that the medical and related Content supplied by WKCDI, its affiliates and their respective licensors and made available within the Licensed Content as applicable: (a) is not a substitute for verbal medication counseling or physical demonstration of an administration technique for a patient or caregiver by a healthcare professional, (b) may be confusing to certain patients or caregivers when not interpreted by a healthcare professional, and (c) is designed to support the verbal information transfer by healthcare professionals and to serve as a non-comprehensive take home reference source for patients or caregivers.

2.12.4 Standards and practices in medicine change as new data become available. Licensee acknowledges that: (a) Authorized Users should consult a variety of sources and not rely solely on the Licensed Content to provide information potentially relevant to patient care decisions or counseling, and (b) Authorized Users must also regularly review manufacturer published product information regarding prescription drugs for potential changes in usage, dosing, contraindications, interactions, and adverse effects.

2.13. Medi-Span Trial License. During the Term, upon written request by Licensee, and written approval by WKCDI at WKCDI's sole discretion (which request and approval may be by fax or other electronic means), WKCDI may grant Licensee a limited, one-time, trial, non-exclusive, non-transferable license solely to evaluate WKCDI Content not previously included in the Licensed Content ("Trial Content"). The evaluation period shall not exceed ninety (90) days unless the parties otherwise agree in writing ("Trial Period"). In the event that WKCDI grants a trial license, all the provisions of this Agreement apply to the use of the Trial Content except Section 4, and in all other respects the Trial Content is considered to be included in the Licensed Content during the Trial Period. Licensee may only use the Trial Content for purposes of evaluating the suitability of the Trial Content for use by Licensee. No updates to the Trial Content will be provided during

the Trial Period. At the conclusion of the Trial Period, Licensee shall: (a) cease use of the Trial Content, (b) delete any and all copies of the Trial Content or data derived therefrom from any applicable computer system, and (c) at Licensee's expense, return to WKCDI any physical copies of the Trial Content in Licensee's possession. In order for Trial Content to become Licensed Content and be included in this Agreement after the Trial Period, the parties must agree to add the Trial Content to the Licensed Content in a signed amendment to the Agreement

2.14. Additional Conditions for Certain Software. If the Licensed Content includes application program interfaces (APIs), applications or other software sent to, or downloaded by Licensee, Licensee shall not include the Licensed Content in software made available under an open source license.

2.15. Additional Conditions for a Permitted Use That Includes Display of Content.

2.15.1 If the Permitted Use allows Licensee or any Authorized User to print or distribute a hard copy of any Content, Licensee shall ensure that such hard copy displays the Content as formatted, ordered, and placed by WKCDI and includes any copyright, disclaimer, warning, data expiration date, or last updated date included by WKCDI.

2.15.2 If the Permitted Use allows Licensee or an Authorized User to provide electronic access to Content included in the Licensed Content through an internet or intranet web site not controlled by WKCDI: (a) Licensee shall ensure that the Content is displayed as formatted, ordered, and placed by WKCDI and includes any copyright, disclaimer, warning, data expiration date, or last updated date included by WKCDI, (b) Licensee shall display any conditions of use required by the Documentation or any exhibit to this Agreement, and permit end users to access the Licensed Content only if they have signified by means of a "click through" agreement that they have read and assented to the conditions of use, and (c) Licensee shall control access to the Content so as to be limited to Authorized Users or Authorized Recipients as set forth in the Permitted Use, and prevent all or any substantial portion of the Content from being downloaded or printed by any person or entity that is not an Authorized User or Authorized Recipient Licensee may permit the downloading or printing of Content provided on a single screen display or as otherwise permitted under the "fair use" provisions of applicable copyright law, if any.

2.15.3 If the Permitted Use allows Licensee or an Authorized User to access the Licensed Content through a WKCDI web-hosted application or web site use of the Content shall be subject to any posted "terms of use," "disclaimer," "legal notice," "acceptable usage policy" or similar message displayed with the Content (although in the event of a conflict with a provision of this Agreement, this Agreement shall control). In addition, Licensee and its Authorized Users and Authorized Recipients shall not: (a) download or print all or any material portion of the Content, (b) access or attempt to access the WKCDI web site utilizing any data mining tool, robot, spider or other data harvesting or extraction tool, (c) share usernames or passwords with persons who are not Authorized Users or make any attempt to under-report the number of persons who are Authorized Users when any such report is required to be made to WKCDI or (d) attempt to access Content or portions of any WKCDI web site to which the Authorized User does not have authorized access.

2.15.4 If a use statement set forth in the Permitted Use: (a) has a specific effective date that is after the Effective Date of this Agreement, and (b) specifically allows for developmental use, then

Licensee may be permitted access to the identified Licensed Content for that use in advance of that specific date for purposes of development and internal testing only. The Content covered by a use statement described in this paragraph is considered Licensed Content during the period of development and testing.

2.16. Additional Conditions for Use of Medi-Span Clinical. If the Licensed Content includes any Medi-Span Clinical Access Software, Medi-Span Application Programming Interfaces ("Medi-Span Clinical APIs"), Medi-Span Clinical API Data (each individually a "Medi-Span Clinical Data") or any software tool permitting Licensee or Authorized Users to filter or customize displays or alerts (collectively, the "Medi-Span Clinical Content"), the following additional provisions apply to such Licensed Content:

2.16.1 The Medi-Span Clinical Content and any included alert management tools are designed to allow Licensee to use its discretion to program software, applications or other Authorized User interfaces to permit Authorized Users to customize, filter, deactivate, or suppress certain content contained in the Medi-Span Clinical Content, including without limitation drug safety alerts relating to drug-drug interactions, drug-allergies, route of administration, therapy duplication, etc. ("User Control"). Licensee is solely responsible for determining whether, and to what extent, User Control is implemented or available to Authorized Users. WKCDI is unable to monitor and will not monitor Licensee's implementation or use of User Control. WKCDI, its affiliates and licensors shall not assume or incur any liability or alleged Liability of any kind that may arise out of Licensee's or its Authorized Users' implementation or use of User Control.

2.16.2 If Licensee implements or uses User Control, Licensee agrees to include the following professional responsibility disclaimer notice so that it is displayed to each Authorized User at the time User Control is first implemented, at the time an Authorized User first accesses Content subject to User Control, and each time the parameters of User Control are modified thereafter: "The user of this application acknowledges that the professional duty to the patient in providing health care services (including the dispensing of prescription drugs and drug information, substitution of one drug product for another or the availability of generic substitutable alternative drug products, and answering questions a patient may have) lies solely with the health care professional providing direct patient care and/or pharmaceutical services. This application is designed to provide the user with certain "alerts" related to drug safety, which may include, but not be limited to, alerts pertaining to: drug, food and herbal medication interactions; drug-to-drug interactions; adverse drug reactions; drug precautions; drug dosage; and duration of drug therapy. This application permits the developer or user to use their discretion to customize, filter, deactivate, or suppress some or all alerts that are believed by Licensee or the user to be unnecessary ("User Control"). Before using this application, each user should determine whether, and to what extent, User Control has been implemented or used."

2.17. Information Analysis. If the Licensed Content has the capability, WKCDI may collect information regarding queries submitted through the Licensed Content, content reviewed, and other uses of the Licensed Content by Licensee and Authorized Users; provided, however, the information will be de-identified and collected in the aggregate so as not to identify individual customers. Licensee agrees that WKCDI owns such de-identified, collected information. WKCDI will not receive or collect personally identifiable health information.

2.18. Content Modification and Development by WKCDI. Licensee acknowledges that in the regular course of its business, WKCDI may determine that modifications to the Content, format, layout, scope or functionalities of the Licensed Content, beyond those associated with ordinary Content updates, are necessary. WKCDI will not be required to provide notice of such modifications unless reasonably determined to adversely impact licensees generally. In such event, WKCDI will give Licensee reasonable written notice before any such material modifications are implemented.

3. TERM AND TERMINATION.

3.1. Term. This Agreement is effective throughout the Term unless earlier terminated in accordance with the provisions herein. The Initial Term is as set forth in Exhibit 1, Section C. Thereafter, unless otherwise set forth in Exhibit 1, Section C, this Agreement automatically renews for successive Renewal Terms until terminated According to the terms herein. Either party may provide written notice to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term stating its intent to terminate this Agreement and such termination is effective as of the end of the Initial Term or Renewal Term as may be applicable. If no such notice is given, this Agreement automatically renews and continues in full force.

3.2. Termination. Either party may terminate this Agreement: (a) upon material breach by the other party of any term of this Agreement unless the breach is cured, if capable of cure, within thirty (30) days of receipt of written notice from the non-breaching party setting forth the alleged breach in reasonable detail, except the cure period is fourteen (14) days for breach of Section 4 or Section 5 of this Agreement, or (b) at any time thereafter if the other party: (i) becomes unable to pay its debts as they become due, (ii) ceases to do business as a going concern (iii) makes an assignment for the benefit of creditors, (iv) files a petition in bankruptcy or proceedings in bankruptcy are instituted against it and are not dismissed in thirty days, or (v) has a receiver, trustee, administrator or similar person appointed over its assets.

3.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, the right to use the Licensed Content granted hereunder terminates. Licensee shall: (a) immediately cease all use of the Licensed Content, (b) take such steps as are necessary to prohibit further use of the Licensed Content, including by Authorized Users, and (c) if requested by WKCDI, furnish a written description of the steps taken. Within thirty days of expiration or termination of this Agreement, Licensee shall remove the Licensed Content from Licensee's computer system, if so installed, and, at WKCDI's option, either return to WKCDI or destroy all copies of the Licensed Content, in whole and in part, in Licensee's possession or under its control and, if so requested by WKCDI, deliver to WKCDI a certificate executed by an officer of Licensee attesting to the return or destruction. If required by law or a regulatory agency, Licensee may retain data from the Licensed Content for archival purposes only if the data was derived in accordance with the Permitted Use.

3.4. Survival. The provisions of this Agreement that by their nature are intended to survive expiration, non-renewal, rescission, or termination of this Agreement shall do so, including: (a) Licensee's obligation to pay all License Fees, and (b) Section 1; Section 2.5; Section 2.7; Section 2.8; Section 2.9; Section 2.11; Section 2.12; Section 2.16; Section 3.3; Section 3.4; Section 4.1 ; Section 4.2; Section 4.3; Section 4.4; Section 4.6; Section 4.7; and Section 5 through Section 9.

4. LICENSE FEES AND PAYMENT TERMS.

4.1. Payment Terms; Enforcement Expenses. Licensee shall pay the License Fees to WKCDI. WKCDI will send invoices to Licensee reflecting the License Fees due to WKCDI, except that License Fees based on use as described in Section 4.3 shall be reported and paid by Licensee in the manner described in Section 4.3. Licensee shall pay invoices within thirty (30) days of the date of the receipt of invoice. Payment to WKCDI shall be made in U.S. currency via electronic funds transfer, wire transfer or check. If Licensee requests any non-standard invoicing, payment terms, or makes payments via an EDI payment system, then additional charges will be applied. All currency conversions required under this Agreement will be made at the official rate of exchange for purchase of U.S. dollars and payment will be equal to the actual amount set forth on the WKCDI invoice. Following notice to Licensee and a cure period as set forth in Section 3.2, WKCDI may terminate this Agreement and license hereunder if a payment due is not paid in full when due. If any payment due under this Agreement is not paid in full when due, WKCDI also may immediately suspend all access to the Licensed Content (including during any cure period and including access to any Authorized User) while such payment obligation remains outstanding, in addition to (and not in limitation of) all other rights and remedies available to WKCDI. Licensee agrees to pay all costs and expenses incurred by WKCDI as a result of WKCDI's attempts to collect fees or otherwise enforce the terms of this Section 4, including reasonable attorney fees, collection agency fees, alternative dispute resolution expenses, appellate costs, reinstatement costs and settlement expenses.

4.2. Annual Fees. License Fees based on an annual fee, if any, are due to WKCDI on the Effective Date and each year thereafter on the anniversary of the Effective Date.

4.3. License Fees Based on Use.

4.3.1. If License Fees are based on usage, a count or a metric that may change (e.g., number of Authorized Users and/ or Authorized Recipients, searches, views, prescriptions filled, claims processed, number of members, licensed beds, etc.), then Licensee will report such usage, count or metric to WKCDI in the manner described in an applicable exhibit to this Agreement ("Survey"). If not otherwise specified in an applicable exhibit, such License Fees based on usage are assessed and due annually and are cumulative during the Fee Term. Licensee's submission to WKCDI of the Survey shall be signed by an authorized representative of Licensee certifying the accuracy of the Survey. Should there be any discrepancy between amounts due to WKCDI pursuant to this Agreement and the payments actually made to WKCDI, Licensee shall remit the amount of such discrepancy to WKCDI promptly upon discovery of the discrepancy. If Licensee is required to submit a Survey in accordance with this Section 4.3, Licensee will accurately and fully complete and furnish the Survey substantially as set forth in an exhibit to the Agreement no later than ten (10) days after the end of the reporting period.

4.3.2. If Licensee fails to timely furnish a Survey in accordance with Section 4.3.1, at WKCDI's sole option, WKCDI may: (a) estimate the usage, count or metric for the period in question based on WKCDI's reasonable assessment of a possible change in the usage, count or metric, with Licensee responsible for any resulting License Fee amounts, (b) suspend Licensee's license and access to the Licensed Content until WKCDI's receipt of such Survey, (c) assess a late survey charge of one-and-one-half percent (1½%) per month (or such lesser amount if required by law) on the base license fee or the estimated use fees, whichever is greater, or (d) terminate this Agreement following notice and a cure period as set forth in Section 3.2. In the event this

option is triggered, then WKCDI may adjust the total numbers at the end of the year if the actual usage, count or metric differs from the estimated usage, count or metric, which may result in a credit to Licensee or additional Licensee Fees owed by Licensee.

4.4. Maintenance of Records; Audit. If Licensee is required to report any data upon which License Fees are based, then during the Term and a period of three (3) years thereafter, Licensee shall maintain complete and accurate records with respect to use of the Licensed Content. During normal business hours, no more often than once per calendar quarter during the Term and once during the three (3) year period thereafter, and upon reasonable notice, WKCDI or its designated representative may review those Licensee records of Licensee reasonably necessary to confirm the accuracy of any Survey and that fees paid to WKCDI are correct and Licensee has complied with all of the terms of this Agreement. WKCDI may audit records for the current Fee Term and the preceding three (3) Fee Terms if the audit is conducted during the Term of this Agreement, or for the last three (3) Fee Terms if the audit is conducted after the expiration or termination of this Agreement. Licensee shall provide access to its facilities and provide knowledgeable personnel to accurately and timely answer WKCDI's inquiries. No charges or fees shall be assessed to WKCDI by Licensee for such access and cooperation. Any review shall be conducted so as not to unreasonably interfere with Licensee's business. Public records may also be considered as part of the review. If a review uncovers errors or variations resulting in an underpayment of amounts due of five percent or more for the period subject to the review, Licensee shall, in addition to reimbursing any underpayment, pay to WKCDI the reasonable costs of the review incurred by WKCDI.

4.5. Renewal Fees. Unless otherwise set forth in Exhibit 1, License Fees shall remain fixed until the end of the first Fee Term. Effective thereafter, unless otherwise set forth in Exhibit 1, License Fees payable by Licensee may increase over the corresponding fees for the previous Fee Term.

4.6. Interest Charges. If payments due under this Agreement are not paid when due to WKCDI, WKCDI may charge interest from the date when such payment was first due at a rate of the lesser of one-and-one-half percent (1 1/2 %) per month or the highest rate permissible under applicable law.

4.7. Taxes. Unless Licensee provides proof of tax-exempt status, Licensee shall pay all sales, use, value-added and other taxes assessed upon Licensee and for the access to or use of the Licensed Content, and other transactions hereunder, but not including taxes based on WKCDI's income. If, under applicable law, Licensee is required to withhold any tax on such payments, then the amount of the payment due will be automatically increased to totally offset such tax, so that the amount actually remitted to WKCDI, net of all taxes, equals the amount invoiced or otherwise due.

5. WKCDI INTELLECTUAL PROPERTY.

5.1. Proprietary Property. Licensee agrees that: (a) the Licensed Content and the applicable processes, formulas, algorithms, system architecture, database schemas and production methodology used in producing the Licensed Content and the Content are the proprietary property of WKCDI and/ or its affiliates and/or WKCDI's licensors, and (b) the Licensed Content, including the Content, is protected by copyright, trade secret and other intellectual property laws.

5.2. Disclosure. Licensee shall treat the Licensed Content as confidential. Licensee shall not share or disclose the Licensed Content to any individual or entity other than as expressly set forth in the Permitted Use, including any applicable conditions described in Section 2.15 and the description of Authorized Users in Exhibit 1, Section G. Subject to Section 2.9, if Licensee receives a request to disclose the Licensed Content to a third party not subject to this Agreement, Licensee shall promptly communicate such request to WKCDI for review and approval/disapproval. Any approval must be in the form of a written agreement or amendment to this Agreement executed by WKCDI and such new licensee.

5.3. Title. Licensee agrees that , as between WKCDI and Licensee, all right, title and interest in and to the Licensed Content and all information and Content therein, including all copyrights and other intellectual property inherent therein or appurtenant thereto, are, and at all times shall remain, the sole and exclusive property of WKCDI, its affiliates or licensors. To the extent that Licensee acquires any rights to the Licensed Content or any portion thereof in a manner not set forth herein, Licensee agrees to execute, and to cause its representatives to execute, any assignment agreements or other instruments assigning, transferring and conveying to WKCDI all right, title, and interest in and to the Licensed Content, including copyrights and other intellectual property, or to the extent such assignments are invalid, granting to WKCDI and its licensors the exclusive and perpetual license to such rights without any duty of attribution or accounting.

5.4. No Other Rights. Rights not expressly granted to Licensee are reserved to WKCDI. Neither Licensee nor Authorized Users have any implied rights in, or to use of, the Licensed Content; rather, all rights applicable to Licensee and Authorized Users are expressly set forth herein. Except for the limited license granted to Licensee herein, nothing in this Agreement confers any right, title or interest in the Licensed Content, the Content or any information therein and no other right or license is granted to Licensee or Authorized Users hereunder, whether by estoppel or otherwise.

5.5. Equitable Relief. Licensee agrees that money damages would not be a sufficient remedy for any actual or threatened breach of the provisions of this Section 5 by Licensee or Authorized Users and that, in addition to all other remedies, WKCDI is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, and Licensee further agrees to waive, and to cause its directors, officers, employees, and agents to waive, any requirement for the proving of actual money damages or securing or posting of any bond or security in connection with such remedy.

6. DISCLAIMER OF WARRANTIES.

6.1. THE LICENSED CONTENT PROVIDED UNDER THIS AGREEMENT IS FURNISHED BY WKCDI AND ACCEPTED BY LICENSEE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER. WKCDI DISCLAIMS ANY WARRANTY THAT THE LICENSED CONTENT OR THE CONTENT ITSELF WILL MEET ANY AUTHORIZED USER'S PARTICULAR REQUIREMENTS OR THAT ACCESS TO THE LICENSED CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. WKCDI, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE LICENSED CONTENT HEREUNDER, AND WKCDI, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED CONTENT OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR

CONDITIONS REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). LICENSEE ACKNOWLEDGES THAT WKCDI DOES NOT HAVE CONTROL OVER CONTENT THAT HAS BEEN MODIFIED BY LICENSEE OR AN AUTHORIZED USER AS SET FORTH IN SECTION 2.11 OR CONTENT THAT IS SUBJECT TO USER CONTROL AS SET FORTH IN SECTION 2.16, AND AS SUCH, WKCDI, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO SUCH CONTENT.

6.2. LICENSEE ACKNOWLEDGES THAT THE LICENSED CONTENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT WKCDI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WKCDI DISCLAIMS RESPONSIBILITY FOR ANY ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS INTRODUCED TO THE LICENSED CONTENT AFTER THEY LEAVE WKCDI'S CONTROL. WKCDI RECEIVES DATA AND INFORMATION FROM MANY INDEPENDENT SOURCES, INCLUDING DRUG MANUFACTURERS, RESEARCH INSTITUTIONS, AND GOVERNMENT AGENCIES. WKCDI CANNOT, AND DOES NOT, INDEPENDENTLY REVIEW, VERIFY, TEST, INVESTIGATE OR SUBSTANTIATE ANY OF THE CONTENT FOR CORRECTNESS, ACCURACY, TIMELINESS OR COMPLETENESS, INCLUDING WITH RESPECT TO ANY CONTENT DESCRIPTIONS, PRICES OR INFORMATION CONCERNING MEDICAL DEVICES, AND DISCLAIMS ALL RESPONSIBILITY FOR ANY ERRORS THEREIN AND FOR ANY ADVERSE CONSEQUENCES RESULTING THEREFROM. IN ADDITION, THE LICENSED CONTENT MAY NOT NECESSARILY COVER ALL POSSIBLE USES, DIAGNOSES, TREATMENT OPTIONS, DIRECTIONS, PRECAUTIONS, DRUG INTERACTIONS, DOSAGE LIMITATIONS, LOCAL PRACTICES OR ADVERSE EFFECTS APPLICABLE TO A PARTICULAR DRUG OR TREATMENT OR A PARTICULAR PATIENT. ALTHOUGH THE CONTENT COVERS A WIDE RANGE OF PRESCRIPTION AND NON- PRESCRIPTION DRUGS, IT DOES NOT INCLUDE ALL DRUGS, VACCINES, DEVICES AND DIAGNOSTIC AGENTS. ACCORDINGLY, AND WITHOUT LIMITING THE FOREGOING, THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION IS NOT AN INDICATION THAT THE DRUG, DOSAGE OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICULAR PATIENT.

6.3. THE LICENSED CONTENT THAT MAY BE PROVIDED TO LICENSEE OR ITS AUTHORIZED USERS MAY PROVIDE INFORMATION ABOUT MEDICATIONS, BUT THE LICENSED CONTENT IS LIMITED, INTENDED TO BE JUST ONE OF MANY SOURCES OF REFERENTIAL MATERIAL USED BY A LICENSED PROFESSIONAL, AND MAY BE CONFUSING TO CERTAIN PATIENTS WHEN NOT INTERPRETED BY A HEALTHCARE PROFESSIONAL. THE LICENSED CONTENT IS NOT INTENDED, AND LICENSEE AGREES NOT TO RELY ON, AND AGREES TO INSTRUCT AUTHORIZED USERS AND AUTHORIZED RECIPIENTS NOT TO RELY ON THE LICENSED CONTENT AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, VERBAL COUNSELING, PHYSICAL DEMONSTRATION OF AN ADMINISTRATION TECHNIQUE, OR JUDGMENT OF PHARMACISTS, PHYSICIANS, OR OTHER HEALTHCARE PROFESSIONALS.

6.4. NO WKCDI EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE

WARRANTIES, CONDITIONS OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

7. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WKCDI, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE APPLICABLE ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (8) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE TO WKCDI DURING THE TWELVE (12) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN SECTION 6 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THE CONSIDERATION PROVIDED BY THE OTHER PARTY IN EXCHANGE FOR THE RIGHTS GRANTED UNDER THIS AGREEMENT.

8. INDEMNIFICATION.

8.1. Intellectual Property Infringement. WKCDI shall defend, indemnify and hold harmless Licensee, and its officers, directors, employees, contractors, and agents, from and against any final judgment of liability from a third party claim against Licensee that the Licensed Content (excluding Third Party Materials) as provided to Licensee hereunder (but not to the extent of any modifications thereto or implementation of User Control by Licensee or its Authorized Users) infringes any valid copyright, unless such claim arises from and to the extent of: (a) the combination or use of the Licensed Content, the information contained therein, or results derived therefrom with any software, data, information or materials not furnished by WKCDI, (b) the use of the Licensed Content, the information contained therein, or results derived therefrom other than as permitted hereunder, or (c) any modifications to the Licensed Content, the information contained therein (including the Content), or results derived therefrom by any individual or entity other than WKCDI. Regarding all claims that Third Party Material infringes a third party's intellectual property rights, WKCDI's sole obligation hereunder shall be to use commercially reasonable efforts to procure for any indemnified party hereunder the benefits of the indemnity, if any, that WKCDI may have received from the provider of such material. If the Licensed Content becomes or, in WKCDI's opinion, may become, the subject of any claim of infringement, then WKCDI may, in its sole discretion and at its expense: (i) procure the right for Licensee to continue using such Licensed Content, (ii) modify the Licensed Content to render it non-infringing, or (iii) replace the Licensed Content with reasonably equivalent non-infringing content. If none of the foregoing is commercially practicable, either party may terminate this Agreement. THIS SECTION SETS FORTH WKCDI'S ENTIRE LIABILITY, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE LICENSED CONTENT.

8.2. Other Third Party Claims. Except with respect to third party claims for which Licensee is entitled to indemnification pursuant to Section 8.1, Licensee shall defend, indemnify, and

hold harmless WKCDI and its affiliates, and their respective officers, directors, employees, contractors and agents, from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of, connected with, or resulting in any way from any third party action, claim, or any other assertion of legal right (including by a government entity) even if the Claim is groundless, fraudulent or false, in connection with, resulting from, arising out of, or relating to, Licensee's or Authorized Users': (a) use of the Licensed Content, (b) provision of any Content to Authorized Recipients or others, (c) modification of the Content, and (d) implementation or use of any User Control. WKCDI acknowledges that if Licensee is a public entity, Licensee's obligations under this Section may be limited by law, and nothing in this Section shall be deemed to require Licensee to act in contravention of such applicable law, but Licensee will otherwise provide the indemnifications to the full extent permitted by any statutory limitations.

8.3. Indemnification Procedures. In the event of an action subject to indemnification hereunder (a "Claim"), the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the party obligated to provide indemnification hereunder (the "Indemnifying Party") in a timely manner after the Indemnified Party receives actual notice of the existence of a Claim. The Indemnifying Party shall have the right, at its expense, to employ counsel reasonably acceptable to the Indemnified Party to defend the Claim, and to compromise, settle or otherwise dispose of the Claim; provided, however, that no compromise or settlement of any Claim admitting liability of or imposing duties or restrictions upon the Indemnified Party may be effected without the prior written consent of the Indemnified Party, which will not be unreasonably withheld, conditioned or delayed. The Indemnified Party will cooperate in such action by making available to the Indemnifying Party, at the Indemnifying Party's expense, records reasonably necessary for the defense of the Claim. If the Indemnifying Party does not avail itself of the opportunity to defend or otherwise dispose of the Claim within thirty days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Indemnified Party may investigate, defend, settle or otherwise dispose of the Claim.

9. GENERAL PROVISIONS.

9.1. Exhibits. Any addendum or exhibit attached to this Agreement is hereby incorporated into and made a part of the Agreement. In the event of ambiguity or conflict as to terms set forth herein, explicit terms set forth in an addendum or exhibit control.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes prior letters of intent, trial licenses, quotes, proposals, negotiations, representations, or understandings, whether written or oral, with respect to the subject matter hereof. The terms of a purchase order or similar instrument issued by Licensee will not amend, supersede, or otherwise affect the terms of this Agreement. This Agreement may not be amended unless such amendment is in writing, states it is an amendment to this Agreement, and is signed by authorized representatives of all parties to this Agreement.

9.3. Waivers; Remedies. Failure of a party to enforce a provision of this Agreement is not a waiver of such provision or of the right of the party thereafter to enforce the provision. Remedies provided for in this Agreement or available at law are cumulative. Election of one or more remedies is not a waiver of other available remedies.

9.4. Assignment; No Third-Party Beneficiary. Neither this Agreement nor the rights granted hereunder may be assigned, in whole or in part, voluntarily or by action of law, by Licensee without the prior written consent of WKCDI. Licensee's duties may not be delegated by Licensee, voluntarily or by action of law, in whole or in part, without the prior written consent of WKCDI. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person or entity other than the express parties to this Agreement.

9.5. Independent Contractor. The parties are independent contractors, and this Agreement does not make either party the employee, agent, partner, or representative of the other for any purpose. Neither party is granted any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

9.6. Governing Law. This Agreement will be governed in all respects by the laws of the state of New York, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Any suit hereunder will be brought solely in New York County, New York. Each party agrees to subject itself to the exclusive personal jurisdiction of such courts and shall not contest such jurisdiction or the venue of such courts or the convenience of the forum. If the Uniform Computer Information Transaction Act ("UCITA") is enacted as part of the law of the State of New York, this Agreement will be governed by the law as it exists without reference to or application of the UCITA. The application of the United Nations Convention for Contracts for the International Sales of Goods is expressly stated to be inapplicable.

9.7. Notice. Except as otherwise set forth herein, notices, demands and approvals given under this Agreement shall be in writing and delivered in person, via certified mail, or recognized same-day or overnight courier, addressed as set forth on the signature page below. If no address for Licensee is set forth on the signature page, the address for notice to Licensee shall be the address set forth in Exhibit 1, Section A. Either party may change its address for notices and authorizations by giving written notice of the new address to the other party as provided herein. Such notice or authorization is deemed received upon the earlier of: (a) actual receipt by the other party, or (b) on (i) the date of transmission if sent by same-day courier, or (ii) on the business day after the date of transmission. Such notice or authorization is deemed received upon the earlier of (1) actual receipt by the other party; or (2) on (i) the date of transmission if sent by same-day courier; or (ii) on the business day after the date of transmission if sent by recognized overnight courier.

9.8. Interpretation; Counterparts. Section headings are given for convenience only and do not limit the applicability or affect the meaning of any provision. The use of "including" means "including but not limited to." The word "and" includes "or" and vice versa. References to days are to calendar days, not business days. The parties contributed equally to the drafting of this Agreement and this Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted. If any provision of this Agreement or its application to particular circumstances is found by a court to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The severed provision will be replaced with a provision that will come closest to reflecting the intention of the parties underlying the severed

provision but that will be valid, legal, and enforceable; provided, a finding by a court that Licensee's obligation to pay fees under Section 4 is to be severed from this Agreement terminates this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9. Force Majeure. Neither party to this Agreement shall be liable nor deemed in default for any delay or failure in performance under this Agreement during such period of delay or failure resulting from acts of nature or God, civil or military authority, acts of the public enemy, terrorism, war, fires, explosions, earthquakes, hurricanes, floods, vandalism, labor strikes, epidemics, embargo, wide-spread Internet service outages, failure of a World Wide Web hosting service, telecommunications disruptions , or any cause beyond the reasonable control of the party affected thereby. Each party shall utilize good faith efforts to perform its obligations under this Agreement in the event of any such occurrence. Force Majeure does not include the financial difficulties of a party.

9.10. Export Controls. If applicable, Licensee acknowledges that the Licensed Content and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Licensee will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with WKCDI in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly, any such item or direct content thereof to Cuba, Iran , North Korea, Syria, Sudan, or any additional country that is embargoed by Executive Order or any economic sanctions program, unless Licensee has obtained prior written authorization of WKCDI, the U.S. Commerce Department and the Office of Foreign Assets Control, U.S. Department of the Treasury. Upon notice to Licensee, WKCDI may modify this list to conform to changes in the foregoing regulations.

9.11. Government End-Users. The Licensed Content, all its components, and the information contained therein qualify as "commercial computer software" and "commercial computer software documentation" under Federal Acquisition Regulation ("FAR") 2.101 and 12. 212, paragraph (a) (1) of the Department of Defense FAR Supplement ("DFARS") clause 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation," and DFARS 227.7202. Consistent with FAR 12 .212 and DFARS 227.7202, all U.S. Government Licensees/Authorized Users acquire the Licensed Content, Content and/or Technical Documentation with only those license rights set forth in this Agreement.

9.12. Authorization. Each party represents that it has taken all requisite action to approve execution and performance of this Agreement.

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

OCT-20-2016-860

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the annual salary for the following appointed position be changed as follows effective October 29, 2016: Appointed Clerk Tax Assessor Birmingham (classification 094605) be set at 64,885.

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

OCT-20-2016-861

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 UAB Football in the amount of \$10,000.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the University of Alabama at Birmingham ("UAB"), applied for a grant of funds for \$10,000.00; and

WHEREAS, UAB is a tax exempt non-profit educational institution which seeks assistance in funding for UAB Athletics to use towards the completion of the UAB Football Operations Building and Operations Facility; and

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

WHEREAS, Commissioner George F. Bowman has recommended funding of \$10,000.00 to UAB, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on October 31, 2017.
2. The County shall pay to UAB a lump sum payment of \$10,000.00 upon execution of this agreement.
3. UAB shall use the public funds to assist in funding the completion of the UAB Football Operations Building and Operations Facility.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

UNIVERSITY OF ALABAMA AT BIRMINGHAM

Stephanie Mullins

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

OCT-20-2016-862

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is and be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Freestyle Percussion Foundation in the amount of \$3,500.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Freestyle Percussion Foundation, Inc. ("Freestyle Percussion"), a youth program whose goal is to encourage a spirit of pride and excellence in Birmingham and surrounding cities through the gift of music and arts, has applied for a grant of funds for \$3,500.00; and

WHEREAS, Freestyle Percussion is a 501(c)(3) organization which seeks assistance in funding the transportation costs (i.e. bus rental costs and incidentals) to enable Jefferson County youth to participate in performing at a Thanksgiving Parade in Chicago, Illinois; and

WHEREAS, Freestyle Percussion meets the eligibility requirements of the Program; and
WHEREAS, Commissioner George F. Bowman has recommended funding of \$3,500.00 to Freestyle Percussion, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on August 31, 2017.
2. The County shall pay to Freestyle Percussion a lump sum payment of \$3,500.00 upon execution of this agreement.
3. Freestyle Percussion shall use the public funds to assist in funding the transportation costs (i.e. bus rental costs and incidentals) to enable Jefferson County youth to participate in performing at a Thanksgiving Parade in Chicago, Illinois.

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

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

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

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

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

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

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Freestyle Percussion shall immediately refund to the County all amounts paid by the County pursuant to this Agreement. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

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

FREESTYLE PERCUSSION FOUNDATION, INC.

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

OCT-20-2016-863

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign and execute an agreement between Jefferson County and ADSS to de-obligate \$96,936.48 from Fiscal Year 2014 Title III B Social Services.

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

OCT-20-2016-864

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and United Way of Central Alabama, Inc. for the purpose of providing office space for the operating Area Agency on Aging Programs.

STATE OF ALABAMA)
JEFFERSON COUNTY)

LEASE AGREEMENT

WHEREAS, the Jefferson County Commission seeks to promote and support the operation of an Area Agency on Aging for Jefferson County residents; and

WHEREAS, the Alabama Department of Senior Services has recently designated Community Partnership of Alabama, Inc., a subsidiary of the United Way of Central Alabama, Inc. ("United Way" or "Tenant"), as the Jefferson County Area Agency on Aging; and

WHEREAS, United Way is in need of office space to operate necessary and beneficial programs for the senior citizens of Jefferson County; and

WHEREAS, the Jefferson County Commission has surplus office space available at the Cooper Green Mercy Health Services building; and

WHEREAS, the Jefferson County Commission has determined that providing the surplus office space to United Way to operate an Area Agency on Aging would provide a public benefit to the residents of Jefferson County.

NOW THEREFORE, the Jefferson County Commission and United Way have agreed to enter into a lease agreement for the purpose of operating Area Agency on Aging programs.

This lease agreement (the "Lease") made and entered into this the blank day of September, 2016, by and between Jefferson County Commission, Jefferson County, Alabama, a political

subdivision of the State of Alabama (hereinafter referred to as the "County") and United Way (hereinafter referred to as "Tenant").

RECITALS

Section 1. Leased Premises

(a) The County hereby agrees to lease to Tenant and Tenant hereby agrees to rent from County approximately 1,645 square feet of office space located on the second and fifth floor of Cooper Green Mercy Health Services building, which is located at 1515 5th Avenue South, Birmingham, Alabama 35233 (hereinafter referred to as the "Leased Premises"), shown on Exhibit A. The County represents to the Tenant that the portion of the premises leased to Tenant, identified in Exhibit A, will be solely occupied by Tenant with no other tenants located in the portion of the subject property leased to Tenant during the term of the Lease.

(b) For all purposes under this Lease, the term "floor area" of the Leased Premises shall be approximately 1,645 square feet. In computing the leasable area no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. Length of Term and Termination The term of this Lease shall be one (1) year. The effective date of this Lease agreement shall be October 1, 2016, and end on September 30, 2017 (the "Initial Term"). Notwithstanding the foregoing, following the Initial Term, either party may terminate this Lease upon ninety (90) days written notice.

Section 3. In-Kind Contribution It is estimated that the annual fair market value of the leased premises is \$20,562.50. The County provides the leased premises without charge as an in-kind contribution.

Section 4. Tenant's Installations Tenant shall, at Tenant's cost and expense, at all times during the term of this Lease keep the Leased Premises equipped with all trade equipment, furniture, operation equipment, and any other equipment necessary for the proper operations of Tenant's business.

Section 5. Use of Premises

(a) Tenant covenants to use the leased premises solely for the purpose of operating an Area Aging Agency for the benefit of Jefferson County residents.

(b) Tenant will have office/building access between and Monday through Friday.

Section 6. Operating of Business Tenant covenants at all times during the lease term, except when and to the extent the Leased Premises are untenable by reason of fire or other casualty, or condemnation, to conduct its business in the entire leased premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the building.

Section 7. Signs No signage will be allowed without expressed approval from Cooper Green Mercy Health Services Administration.

Section 8. Assignment and Subletting Tenant is prohibited to assign, mortgage or encumber this lease, in whole or in part, sublet all or any part of the Leased Premises without the prior written consent of the County. The County's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on Tenant. The consent by the County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

Notwithstanding any assignment or subleases, Tenant shall remain fully liable and shall not be released from any obligations or liabilities under this Lease.

Section 9. Repairs The County shall provide maintenance and repairs for the leased area, excluding repairs to Tenant's equipment.

Section 10. Mechanics', Material Men's and other Liens Should any mechanics', material men's or other liens be filed against the leased premises or any part thereof for any reason whatsoever by reason of Tenant's act or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by County.

Section 11. Utility Services and Charges. The County shall pay all charges for gas, water, electricity, and other utility services, used or consumed in the Leased Premises, including, but not limited to, sewer and sewer service charges. County shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service including water, heat, gas, electric current for light and power, telephone or any other service.

Section 12. Use of Common Areas and Facilities. The County shall furnish cleaning services for the leased area.

Section 13. Indemnity, Liability Insurance, Payment of Costs and Expenses

(a) The Tenant represents and agrees that it will be responsible for providing and maintaining insurance on the Leased Premises, if Tenant desires coverage which shall include but not be limited to general liability and property damage (for Tenant's property), fire, casualty, and construction coverage. The Tenant shall store its property in and shall occupy the leased premises at its own risk. The Tenant hereby releases the County, to the full extent permitted by law, from all claim of every kind, resulting in loss of life, personal or bodily injury or property damage. The County shall not be responsible or liable for any loss or damage to Tenant's agents, servants, employees, guests, or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for the County's own negligence. The County shall not be responsible or liable for any defect, latent or otherwise, in the leased premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall the County be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operation or use of any premises, building, machinery, apparatus or equipment in or about the Leased Premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

(b) The Tenant certifies that its employees are subject to the Alabama Workmen's Compensation laws and regulations, which law and regulations shall be followed by Tenant in all appropriate cases and that appropriate worker's compensation insurance and professional liability insurance is maintained on its employees. The Tenant further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in

connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises.

(c) The County shall maintain insurance of the entire building covering fire, casualty and such other risks as are from time to time included in standard extended coverage endorsements.

Section 14. Real Estate Taxes. Intentionally omitted - all parties are tax exempt entities.

Section 15. Fire or Other Casualty. If the Leased Premises shall be destroyed by fire or other casualty, both the County and the Tenant may immediately terminate the lease agreement by providing written notice. Nothing herein above contained shall impose upon the County any liability to repair, rebuild or replace any property belonging to Tenant.

Section 16. Default by Tenant

(a) The happening of any one or more of the following events shall constitute a default under this lease:

(i) Failure by Tenant to perform or observe any other agreement, covenant or condition required by this lease to be performed or observed by Tenant for a period of fifteen (15) days, or if a longer period shall be required because of the nature of such default, failure by Tenant to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(ii) Assignment of the lease by Tenant without the prior written consent of the County.

(iii) Vacation or abandonment of the Leased Premises by Tenant.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the County shall have the right at its option to immediately, or at any time thereafter, terminate this lease by giving Tenant ten (10) day notice of such termination and this lease shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve Tenant of any liability to the County for damages sustained by virtue of a breach by Tenant.

Section 17. Quiet Enjoyment. The County covenants that subject to Tenant's complying with all the terms and conditions of this lease on Tenant's part to be complied with and performed, Tenant shall have the peaceable and quiet possession of the Leased Premises during the term of this lease.

Section 18. Further Agreements and Covenants. The Tenant further covenants and agrees to store all trash and refuse in adequate containers within the Leased Premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard.

Section 19. Unavoidable Delays. In the event that either party hereto is rendered unable to carry out any obligations of such party under this lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delays" means riots, epidemics, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of

either party hereto shall be suspended where such obligation is for, or related to, the payment of money.

Section 20. Surrender at End of Term. Upon the expiration of the term hereof, or sooner termination of this lease, Tenant agrees to surrender and yield possession of the leased premises to the County, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this lease.

Section 21. County's Right to Cure Tenant's Defaults. The County may, but shall not be obligated to cure at any time, without notice, any default by Tenant under this lease and whenever County so elects, all costs and expenses incurred by the County in curing such default.

Section 22. No Waiver. Failure of the County to insist upon the strict performance of any provision of this lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by the County of rent with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by the County or Tenant unless such waiver is in writing and signed by the other. No payment by Tenant or receipt by the County of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid, not shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to the County's right to recover the balance of such rent or to pursue any other remedy in this lease provided.

Section 23. Notices. Any notice and demand which may be or is required to be given under this lease shall be in writing and sent by United States Certified Mail, postage prepaid, and shall be addressed:

(a) If to County:

Mr. Tony Petelos County Manager

Jefferson County Courthouse, Room 251 716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203 and copy

Dr. Frederick Hamilton

Community and Economic Development Jefferson County Courthouse, Room A-430 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

(b) If to Tenant:

United Way Area Agency on Aging for Jefferson County Attn: Kelly L. Carlton
3600 81h Avenue South
Birmingham, Alabama 35222

The County and Tenant shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

Section 24. Governing Law. The parties agree that this contract is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this agreement shall 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 in the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 25. Modification of Agreement. There shall be no modification of this written lease agreement except in writing and signed by the party to be changed.

Section 26. Captions and Headings. The captions and headings of the articles and sections of this lease agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 27. Construction of Terms

(a) Printed parts of this lease shall be as binding upon the parties hereto as other parts hereof. Parts of this lease which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of this lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this lease which may prove to be invalid, void or illegal in no way affect, impair, or invalidate any other provisions hereof and shall nevertheless remain in full force and effect. Section 28. Representations of Tenant and County as to the Entirety of the Agreement Tenant hereby represents to the County and the County hereby represents to Tenant that this lease sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

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

OCT-20-2016-865

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign the Jefferson County, Alabama HOME Investment Partnership Agreement with Greater Birmingham Habitat for Humanity and any related loan documents required for the Arbor Trace Development. The Agreement is for the development of 11 single-family units in the City of Adamsville under the Home Buyer Assistance Program. The Agreement is in the amount of \$500,000.00 and will be paid for with Federal HOME funds.

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

OCT-20-2016-866

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign the Jefferson County, Alabama HOME Investment Partnership Agreement with Greater Birmingham Habitat for Humanity and any related loan documents required for Scattered Site Development. The Agreement is for the development of 6 home buyer units in Irondale and Pleasant Grove under the Home Buyer Assistance Program. The Agreement is in the amount of \$273,000.00 and will be paid for with Federal HOME funds.

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

OCT-20-2016-867

WHEREAS, Program Participant #234785 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Summer Terrace Apartments to make rental payments on behalf of Program Participant #234785 for an amount not to exceed \$500.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Summer Terrace Apartments for an amount not to exceed Five hundred and no/100 Dollars (\$500.00). This agreement is from Program Year 2015 federal funds.

JEFFERSON COUNTY EMERGENCY SOLUTIONS GRANT (ESG) RENTAL ASSISTANCE AGREEMENT

Agreement between Jefferson County, AL (County) and Summer Terrace Apartments (Landlord) for tenant based rental for the following program participant:

Program Participant: 23478

Property Address: 119-A Sterling Court NW Birmingham, AL 35215

Landlord: Summer Terrace Apartments

Address: 107 Sterling Court Birmingham. AL 35215

Conditions and Terms of this Rental Assistance Agreement (Agreement):

I. This Agreement begins September 1, 2016 and ends October 30, 2016. The agreement terminates and no further assistance under this agreement will be made if (1) the program participant moves out of the housing unit for which the program participant has a lease, (2) the lease terminates and is not renewed; or (3) the program participant becomes ineligible to receive

rental assistance. The County will provide written notice to the Landlord of its discontinuance of rental assistance.

2. Monthly rent is \$560.00. The Housing Authority of the Birmingham District (HABD) is responsible for paying a portion of the rent each month. Payment is due on the 1st of the month every month. Payments received after the 5th day of the month will be assessed an initial late fee of \$50.00 plus a late fee of \$5.00 per day after that date until paid in full. Daily late charges will not exceed 30 days for any single month's rent. Please note that late payment fees on current rent cannot be paid with Jefferson County's ESG funds.

3. The County may also make a one-time payment that may be less than, but shall not exceed six (6) months of applicable rent in arrears for past due rent and late fees, due to the Landlord. Rent is payable upon receipt pending approval from Jefferson County Office of Human-Community Services and Economic Development.

4. During the term of the Agreement, the landlord must provide the County a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant. 24 CFR 576.106(e).

5. Termination for Convenience - Upon seven days written notice to the Landlord, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, Landlord shall be paid (without duplication of any items): Landlord shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

Please note that this rental assistance agreement does not take the place of the original lease between the program participant and the landlord.

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, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-20-2016-868

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Behavioral Interventions, Inc. as follows:

THIS AGREEMENT entered into this day of October 1, 2016, by and between Jefferson County, Alabama, hereinafter called "the County", and B.I. Correctional Services, Inc., located at 6265 Gunbarrel Avenue, Suite 8, Boulder, CO 80301, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2016.

WHEREAS, the County desires to contract for Electronic Monitoring Technology and Related Equipment for the Jefferson County Family Court, 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:

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

PURPOSE AND OBJECTIVE: To provide monitoring technology and related equipment for Jefferson County Family Court.

SCOPE OF SERVICES: The Electronic Monitoring Program of Family Court requires a computer based radio-frequency equipment network. This equipment is expected to perform 24/7/365 by providing:

- (1) A fitted radio-signal transmission device to transmit secure signals of client activity,
- (2) A home receiver compatible with standard phone service,
- (3) A call center for troubleshooting equipment issues, and
- (4) Fail-safe backup procedures.

This contract purely involves technology and technology maintenance specifications. This equipment enables local staff to supervise and respond to data on a maximum capacity of 200 clients daily. Equipment quality, reliability, durability and resistance to tampering are crucial for local officials to address community safety concerns, alleviate overcrowding in detention facilities, and insure a rapid local response to violations.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring technology and related equipment to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2019.

COMPENSATION: The Contractor shall be paid monthly after submission and approval of an itemized invoice showing date of service, name of resident, staff member, etc. and legal or consultation service provided. (See Exhibit A).

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 release, 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.

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.

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 address 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 Family Court 120 2nd Court N
Birmingham, AL 35234

Copy to:

Jefferson County Purchasing Division Purchasing Agent
716 Richard Arrington Jr. Blvd. North Suite A830
Birmingham, AL 35203

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.

BREACH AND DEFAULT: Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Offeror shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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/contract execution date. Contractor must have adequate General and Professional liability insurance of \$1,000,000per occurrence.

PROTECTION DAMAGE: Offeror will be responsible for any damage to property of the County or others caused by him/her any employee or sub-contractor and will replace and make good such damage. The Offeror will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Offeror will comply with all safety laws and regulations in effect in the locality.

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.

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 requirement is 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 for Contractor (B.I. Correctional Services, Inc.)

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

EXHIBT A:

CATEGORY 1: RADIO FREQUENCY MONITORING

Standard RF:

Daily Rate per client for the period of three years \$ 2.29

Cellular RF:

Daily Rate per client for the period of three years \$ 2.85
 Multiple Clients RF:
 Daily Rate per client for the period of three years \$ 2.29

CATEGORY 2: GPS MONITORING

Standard GPS:

High Risk - compliance reporting every 30 minutes when client is not in motion, and 1 minute GPS points when client is active.

Daily Rate per client for the period of three years \$ 4.50

Moderate Risk - compliance reporting every 6 hours when client is not in motion and 3 minute GPS points when client is active.

Daily Rate per client for the period of three years \$ 4.30

One (1)-piece GPS (optional)

High-Risk - compliance reporting every 30 minutes when client is not in motion and 1 minute GPS points when client is active

Daily Rate per client for the period of three years \$ 5.20

Moderate Risk - compliance reporting every 6 hours when client is not in motion and 3 minutes GPS points when client is active.

Daily Rate per client for the period of three years \$ 4.80

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

OCT-20-2016-869

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the YWCA in the amount of \$10,000.00 as follows:

STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the YWCA Central Alabama ("YWCA"), applied for a grant of funds for \$10,000.00; and

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

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

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$10,000.00 to YWCA, and the grant of such funds serves a good and sufficient public purpose; and WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on October 31, 2017.

2. The County shall pay to YWCA a lump sum payment of \$10,000.00 upon execution of this agreement.

3. YWCA shall use the public funds to assist in funding its Supervised Visitation and Exchange Program, which supports the cost of a center which provides a place for visitation and exchange of children involved in family disputes which include domestic violence, threats of child abduction, drug or alcohol abuse, and other issues.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President Jefferson County Commission

YWCA CENTRAL ALABAMA

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

OCT-20-2016-870

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Susan G. Komen Breast Cancer Foundation, Inc., in the amount of \$6,000.00 as follows:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, the Susan G. Komen Breast Cancer Foundation, Inc. ("Susan G. Komen"), applied for a grant of funds for \$6,000.00; and

WHEREAS, Susan G. Komen is a 501(c)(3) organization which seeks funding for its Komen Race for the Cure, which is a 5k walk/race event designed to encourage public dialogue about breast cancer, promote the importance of early detection, and raise funds for local breast health services, programs and research; and

WHEREAS, Susan G. Komen meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$2,000.00, Commissioners Bowman, Carrington, Knight and Stephens have recommended funding of \$1,000.00 each to Susan G. Komen, and the grant of such funds serves a good and sufficient public purpose; and WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on October 31, 2017.

2. The County shall pay to Susan G. Komen a lump sum payment of \$6,000.00 upon execution of this agreement.

3. Susan G. Komen shall use the public funds to assist in funding its Komen Race for the Cure, which is a 5k walk/race event designed to encourage public dialogue about breast cancer, promote the importance of early detection, and raise funds for local breast health services, programs and research.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

Susan G. Komen Breast Cancer Foundation, Inc.
Executive Director

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

OCT-20-2016-871

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF HUEYTOWN, ALABAMA REGARDING DEBRIS REMOVAL AND MONITORING SERVICES
WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the City of Hueytown is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the City Council of the City of Hueytown have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the City of Hueytown, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the City of Hueytown, as evidenced by the above referenced resolutions, also agree to the following terms and conditions

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the City Council of the City of Hueytown shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contract's
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the City of Hueytown shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris

removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraphed is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. that, except as provided in paragraph 11, this memorandum of understanding shall be in full force And effect from September 13, 2016 until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the 13th day of September, 2016.

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

Delor Baumann, Mayor City of Hueytown

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

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

Request from AT & T Corporation to install 1,507' of buried cable at 7200 Jefferson Metropolitan Parkway in Bucksville.

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

OCT-20-2016-872

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

NO COUNTY FUNDS ARE REQUIRED

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

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

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

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

- A116002 2011 Chevrolet Camaro
- A026043 2002 Ford Explorer
- A086031 2008 Chevrolet Trailblazer

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

OCT-20-2016-873

WHEREAS, Jefferson County, Alabama desires to construct improvements on Acton Road for our traveling public; and

WHEREAS, it is necessary to acquire a house and property located at 2700 Acton Road (28-00-33-4-001-018.000) to construct said improvements on Acton Road; and

WHEREAS, the house is currently vacant, the property is available for purchase, and it is in the best interest of the County to purchase at this time; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County purchase this property for \$204,000 (two Hundred Four Thousand, and no/100 dollars) from Gloria Virginia Smith and is hereby requested to be approved and the President be authorized to execute the Residential Sales Contract; and

BE IT FURTHER RESOLVED that County employee, Denise Shelton, Chief Land Acquisition Agent, be authorized to sign on behalf of the Jefferson County Commission any other documents related to this purchase as may be necessary to close this transaction.

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

OCT-20-2016-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and the Town of County Line, Alabama for the maintenance of certain roadways and/or portions of certain roadways located in the City.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND
THE TOWN OF COUNTY LINE, ALABAMA REGARDING MAINTENANCE OF SELECT ROADWAYS
WITHIN THE
MUNICIPALITY

WHEREAS, the Town of County Line, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama , hereinafter referred to as "County", are desirous of entering into this

Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction .

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

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

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

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

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

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

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

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

County Line Drive (also known as/aka County Line Road) No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

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

Director of Roads and Transportation/County Engineer Room A200 Com1house
716 Richard Arrington Jr. Blvd N Birmingham, AL 35203

The City's designated Administrator shall be the following:

County's Responsibilities:

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

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.
5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges - The County shall only be responsible for the following bridges:
There are no bridges maintained by Jefferson County within this municipality. These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.
8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

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

1. Traffic Control - This includes, but is not limited to, striping*, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone.
2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and

replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item I - Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for stone events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, no breakaway mailboxes, etc.)

9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer. The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted. If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern. The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City. Liability related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit,

action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Date: October 10, 2016

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

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

OCT-20-2016-875

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Hold Harmless and Indemnification Agreement between Jefferson County and The Children's Hospital of Alabama, for the privatization of an existing Jefferson County sewer main located on The Children's Hospital of Alabama property.

There is no cost to the County associated with said agreement.

STATE OF ALABAMA)

JEFFERSON COUNTY)

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, The Children's Hospital of Alabama is a duly organized corporate entity located and doing business in Birmingham, Jefferson County, Alabama; and

WHEREAS, The Children's Hospital of Alabama owns the property where The Children's Hospital of Alabama operates its business (CoA), where said property consists of Lot 1 in the block bordered by 16th Street South on the West, 17th Street South being the East border, 7th Avenue South being the South border and 6th Avenue South being the North border of the NW ¼ of the NE ¼ and the NE ¼ of the NW ¼ of Section 1, Township 18S and Range 3W; and

WHEREAS, CoA has plans to build a private park on their property where a sanitary sewer main & prescriptive easement is located near the intersection of 6th Avenue South & 16th Street South in Birmingham, Jefferson County, Alabama; and

WHEREAS, a public sanitary sewer main lies within said property and is owned, operated and maintained by Jefferson County, Alabama, by and through the Jefferson County Environmental Services Department; and

CoA shall obtain ownership of said Jefferson County sanitary sewer main, from Manhole 1090-067C to Manhole 1090-067, as shown in Exhibit A. Upon the full execution and recording of this instrument, Jefferson County will relinquish its rights to said sanitary sewer main and said utility easement allowing CoA to convert said main to a sewer service lateral and the CoA shall accept all maintenance responsibilities associated with said line.

Upon securing ownership of said sanitary sewer main, CoA hereby agrees to release, indemnify and hold harmless Jefferson County of and from any and all claims, actions, cause of actions or such other asserted right for damages, injuries or any other claim including defense costs, attorney's fees and other incidental expenses, resulting from said sanitary sewer main conversion.

CoA further agrees that this sewer will only be used for the facilities that are currently connected to this main and CoA will not allow any other non CoA owned property adjacent or near said property to connect to said sewer.

CoA further agrees in the event that CoA subdivides the property and/or buildings by ownership and/or lease that said sewer may have to be changed and/or relocated to comply with current approved Jefferson County Sewer regulations in effect at such time the property is subdivided and/or leased.

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

OCT-20-2016-876

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 Global Construction & Engineering, Inc.

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Morgan Greenwood Pump Station, Force Main and Collection System Improvements such certified bids having been opened on Wednesday, August 10, 2016 and listed as follows:

	Contractor	Amount Bid
1.	Global Construction & Engineering, Inc.	\$4,097,725.00
2.	Cleary Construction, Inc.	\$4,275,050.00
2.	Baird Construction Co., Inc.	\$4,279,435.00
3.	Russo Corporation	\$4,977,953.80

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Morgan Greenwood Pump Station, Force Main and Collection System Improvements be awarded to Global Construction and Engineering, Inc., in the amount of \$4,097,725.00.

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

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

OCT-20-2016-877

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to waive all interest in the insurance claim for the fire that occurred on May 7, 2016 at the Johns Transfer Station and hereby releases AGCS Marine Insurance Company to issue the claim payment (Claim#: MXI 93043952) in the amount of \$216,628.32 directly to Santek Environmental of Alabama, LLC.

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

OCT-20-2016-878

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of USAA Insurance Company on behalf of Jimmy Culverson 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, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-20-2016-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Carl Jenkins in the amount of Two Hundred Sixty Three and 50/100 (\$263.50) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Carl Jenkins in the amount of \$263.50 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, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-20-2016-880

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Terrence Fair in the amount of Fifty Thousand Four Hundred Forty Two and 18/100 (\$50,442.18) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Terrence Fair in the amount of \$50,442.18 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, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

OCT-20-2016-881

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 Kone, Inc., for the purpose of elevator maintenance and service in the amount of \$150,631.02.

ELEVATOR MAINTENANCE AND SERVICE

THIS AGREEMENT entered into this 1st day of August 2016, by and between Jefferson County Alabama hereinafter called "the County", and KONE, Inc., called "the Contractor", located at 265 Lyon Lane, Birmingham, AL 35211. The effective date of this agreement shall be January 1, 2017.

WHEREAS, the County desires to contract KONE Inc., to provide elevator maintenance and service on elevators for the Jefferson County Commission, hereinafter called " the Commission"; and

WHEREAS, the Contractor desires to furnish said elevator and maintenance service to the County;

NOW, THEREFORE, in consideration of the above, 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. 78-16. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide elevator maintenance and service for the elevators as outlined by their bid response for Groups 1, 2, 5, 6 & 8.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to the General Services Department and Environmental Services at any time after the effective date of this Contract. The Contract term is for three (3) years which begins on January 1, 2017 and expires December 31, 2020.
4. **COMPENSATION:** The Contractor shall be compensated for services as listed in the fee schedule. Set fixed pricing for regular and after hour labor rates for repairs as well as for weekend and holiday calls. See Appendix A for schedule.
5. **PAYMENT TERMS:** NET 30
6. **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 subcontractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. **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. 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.
9. **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.
10. **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 all applicable federal, state and local taxes, etc.
11. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

12. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required form 1099 rep01iing and other pertinent data required by law.
13. 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 perform1ance of the Contractor, its agents , subcontractors or employees under this Contract.
14. TERMINATION OF CONTRACT: This contract may be terminated by either party 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.
15. CANCELLATION: Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.
16. 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.
17. 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.
18. STATEMENT OF COMPLIANCE: 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 zed alien within the State of Alabama. Furthermore, a contracting pa1ty 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.
19. 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.

20. **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 by a third party against or imposed upon County 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 Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

KONE, INC.

JEFFERSON COUNTY COMMISSION
 JAMES A. (JIMMIE) STEPHENS, PRESIDENT

APPENDIX A

Bid Group Name	Bid Detail Description	UOM
KONE INC.		
	716 NORTH 21ST STREET	
GROUP I	BIRMINGHAM COURTHOUSE	EA
\$2,083.40		
	NORTH ANNEX	EA
\$1,041.70		
EA	PARKING DECK	
	\$625.02	
	809 NORTH 21ST STREET	
GROUP II	CRIMINAL COURTS BUILDING	EA
\$1,666.72		

	PUBLIC SAFETY CENTER - BIRMINGHAM	EA
\$2,083.40		
GROUPV	1515 6TH AVENUE SOUTH COOPER GREEN HEALTH SERVICES, OFFICE OF SENIOR SERVICES AND PARKING DECK	EA
\$6,250.20		
GROUP VI	BIRMINGHAM 2121 BUILDING	EA
\$520.85		
\$1,562.55	DOMESTIC RELATIONS COURT	EA
\$104.17	TOM GLOOR BUILDING	EA
GROUP VIII	3900 VEONA DANIELS ROAD-HOOVER CAHABA RIVER WWTP I	EA
\$1,041.70		

**Hourly rate 8:00am to 5:00 pm (M-F) \$215.00 per hour

Rate for night calls after 5:00pm until 8:00am: \$285.00 per hour

Rate for weekend calls: \$285.00 per hour

Rate for holiday calls: \$315.00 per hour

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

OCT-20-2016-882

BE IT RESOLVED BY THE JEFFERSOUN COUNTY COMMISSION that Ms. Anne Alexander will be serving the balance of Dr. Chris White's term as a trustee of the Rex Lake Fire District upon his relocation to another city, ending October 31, 2020; and the Honorable Andra Sparks will serve his first full term beginning upon approval and ending October 31, 2021, be and herby is approved.

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

Unusual Demands

10/20/2016

Org	Dept.	Vendor #	Vendor Name	Description	Amount	D
1000	GENERAL FUND	134703	DEWEY C. GILLILAND	REIMBURSEMENT FOR SEPTEMBER 2016 DENTAL AND VISION	22.17	1
TOTAL					22.17	
10001002	COMMISSIONER DISTRICT 2	100193	JEFFERSON CO TREASURER	Wall TV Mount and Coffee Maker for Office	43.98	1
TOTAL					43.98	
10001004	COMMISSIONER DISTRICT 4	100193	JEFFERSON CO TREASURER	ACCMA Annual Dues Reimbursement - Zach Brooks	50.00	1
TOTAL					50.00	
10001006	COMMISSION SUPPORT	100104	REGIONAL PLANNING COMMISSION	FY 2017 RPCGB Dues	65456.00	1
TOTAL					65456.00	
10001007	COUNTY MANAGER	132281	DANIEL BILES	DAN BILES- TRVL RECONCILIATION - HOLD FOR PICKUP	1116.91	1
TOTAL					1116.91	
10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	CAROL SUE NELSON 2016-17 ALA BAR DUES	350.00	1
10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	THEO LAWSON 2016-17 ALA BAR DUES	350.00	1
10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	SHAWNNA SMITH 2016-17 ALA BAR DUES	350.00	1
10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	ALLLISON GAULT 2016-17 ALA BAR DUES	350.00	1
10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	BRENT GRAINGER 2016-17 ALA BAR DUES	350.00	1

10001200	COUNTY ATTORNEY	100018	ALA STATE BAR FOUNDATION	BRADY RIGDON 2016-17 ALA BAR DUES	350.00	1
10001200	COUNTY ATTORNEY	100193	JEFFERSON CO TREASURER	BRENT CLE SEMINAR 9-29-16	20.00	1
10001200	COUNTY ATTORNEY	126179	SOURCE ONE LEGAL COPY INC	INVOICE NO. 163821SO	286.74	1
TOTAL					2406.74	
10002290	IT TOWERS	100193	JEFFERSON CO TREASURER	CARBORATOR LINKAGE FOR GENERATOR AT FAIRFIELD TOWE	44.52	1
10002290	IT TOWERS	100193	JEFFERSON CO TREASURER	SURGE COMPRESSORS FOR FAIRFIELD TOWER	3.00	1
TOTAL					47.52	
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	DISPOSAL/RECYCLE COMPUTERS & MISC HAZARD WASTE	200.00	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	CAULKING FOR CENTER POINT CH	11.74	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	BURGLAR PLAN FOR BESS FLEET	198.19	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	REGULATORS FOR ARGON AT GSOC	147.78	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	DISH MACHINE FOR BESS JAIL	51.50	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	GROUT FOR CENTER POINT CH	28.96	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SCREW BOLTS AND HANGER BOLTS FOR BCH ANN	7.64	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	BARREL BOLTS FOR BESS CH ANNEX	18.00	1
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	BOLTS AND SCREWS FOR BESS CH ANNEX 6TH FL	8.98	1

TOTAL					672.79	
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	LABELS FOR ELECTIONS	20.97	1
TOTAL					20.97	
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	CERT MAIL RECEIPT APOST LETTER	7.57	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDING FEES	48.00	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDING FEES	96.00	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT ALAN D HERALD	24.85	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT JOHN PENNINGTON	9.44	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT NATHAN NICHOLS	5.25	1
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT RYAN MURKERSON	5.25	1
TOTAL					196.36	
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	INDEX CARDS JAIL BOOKING WALMART	15.24	1
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR JAIL	130.62	1
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR JAIL	68.60	1
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	ZIP LOCK BAGS FOR JAIL	83.04	1
10004140	SF CORRECTIONS- BH	100193	JEFFERSON CO TREASURER	COMMON KEY DUPLICATION FOR JAIL	15.93	1
TOTAL					313.43	

10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Janitorial Supplies & Uniforms for Security Guard	531.47	1
TOTAL					531.47	
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Kitchen Supplies/Uniform Pants	263.76	1
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Food/Kitchen Supplies	115.84	1
TOTAL					379.60	
10006000	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	FINAL TRAVEL EXPENSE 2 LOURIE BRADLEY/EEOC TRAINI	34.94	1
TOTAL					34.94	
21305100	ROADS AND TRANS ADMIN	100193	JEFFERSON CO TREASURER	CLENAINF SUPPLIES & HDMI CABLE	46.25	1
TOTAL					46.25	
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TAPPING SCREWS FOR CAMP BESSEMER	22.62	1
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS, SUPPLIES, ANGLE STEEL, PAINT SUPPLIES, LOCK	618.28	1
TOTAL					640.90	
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL - DALE MOBLEY; CLENAING SUPPLIES	48.76	1
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	COUNTY MAP BOOKS - CAMP KETONA	35.00	1
TOTAL					83.76	
21401301	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	UDPC-TRAVEL-MEUSEL-CAB FARE AS PER JOSLYN WILSON	30.81	1
TOTAL					30.81	
24212020	ECONOMIC DEVELOPMENT	106088	STROTHER, KEITH	TRVL:REFUND DUE EMP_K.STROTHER, ATLANTA 5/24- 26/16	97.60	1
24212020	ECONOMIC DEVELOPMENT	133626	ANTHERON ERIA MCELROY	TRVL:REFND DUE EMP_MCELROY;MYRTLE BEACH, 3/5- 9/16	83.50	1

TOTAL					181.10	
60407100	ESD GENERAL ADMINISTRATIO N	100193	JEFFERSON CO TREASURER	BOOK	66.00	1
TOTAL					66.00	
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL;CHARGER;DISH DETERGENT;PLMBING;BLADES;FAN;HOSE	251.01	1
TOTAL					251.01	
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	HOSE FITTINGS	41.46	1
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	J H MASTERLOCK FOR VILLAGE LINE MAINT.	33.96	1
TOTAL					75.42	
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR C. TEMPLE	20.00	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL FOR D. HUBBARD DEPT. 7253	20.00	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CLASS B NEW CDL FOR T. DANIELS DEPT 7253	20.00	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	CLASS B CDL TEST FOR T. DANIELS DEPT. 7253	25.00	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	KEYS FOR PUMP STATION	5.46	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	PLATE, PINS, AND HITCH FOR THE TRACTOR FOR SHADES	85.28	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	PIN FOR THE TRACTOR DEPT. 7253	31.28	1
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	TOOL HOLDER FOR THE FECON SHADES 7253	5.20	1
TOTAL					212.22	

60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	SHIPPING CHARGES FOR CAMERA REPAIR DEPT. 7270	14.93	1
TOTAL					14.93	
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Pipe Fittings American Pipe	21.40	1
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Air Cylinder Pipe fittings Dewatering Press Bldg.	23.56	1
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	Surge Protector, Repair Tools and Parts	76.36	1
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	American Pipe Pipe Fittings	46.33	1
TOTAL					167.65	
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	PARKING, GAS CAN, AC PARTS, SWEEPING COMPOUND	751.51	1
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	CON BAIT, LOCKSMITH, ROUNDUP	173.93	1
TOTAL					925.44	
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	New filter for ice machine	21.85	1
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	new faucet to replace leaking one	11.64	1
TOTAL					33.49	
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	GALVANIZED CABLE AND BOLTS FOR FLOATING MIXER	54.54	1
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	KEY PAD REPLACEMENT SIDE GATE	91.99	1
TOTAL					146.53	
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req by CGarner sample jugs, battery, rakes, boots	1057.94	1
TOTAL					1057.94	

60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BATTERY	80.00	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	SHIPPING	9.85	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	OIL SEAL	13.42	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	SS PIPING	455.64	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Ribbons for TMS 2000 Diesel Fuel Machine	48.48	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training Classes	79.82	1
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Supplies for Operator II Training Class	15.68	1
TOTAL					702.89	
60407320	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	DRILL BITS, PUMP FUELS, SURE FLEX SLEEVE	61.32	1
TOTAL					61.32	
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	REPAIR KIT - PLUGS AND PLUG WIRES	40.93	1
TOTAL					40.93	
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	TAPE;IGNITION;RELAY;POSTAGE;CONNECTOR;SERVICE GATE;	447.58	1
TOTAL					447.58	
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage for PBJC Employee Bryand Bush thru 9/07/16	64.80	1
TOTAL					64.80	
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	2017 10-3-16 EMA PETTY CASH	324.15	1

70204500	EMERGENCY MANAGEMENT AGENCY	119666	ANNETTE DAVIS	DAVIS TRAVEL REIMBURSEMENT - E0824 EMI	64.50	1
TOTAL					388.65	
GRAND TOTAL					\$ 76,932.50	

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

OCT-20-2016-883

PURCHASING DIVISION AGENDA REPORT

For Week of 09/23/2016 – 09/29/2016

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.

1. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM TSA, INC., HOOVER, AL, TO AWARD BID FOR HEWLETT PACKARD PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119 - 16
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM DELL MARKETING, L. P., ROUND ROCK, TX, TO AWARD BID FOR DELL PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119 - 16
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM DIGITAL PRINT SOLUTIONS, MADISON, AL, TO AWARD BID FOR LEXMARK PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119 - 16
REFERENCE MUNIS BID # N/A

4. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM XEROX CORPORATION, BIRMINGHAM, AL, TO AWARD BID FOR SAMSUNG PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119 - 16
REFERENCE MUNIS BID # N/A

5. RECOMMENDED FOR VARIOUS COUNTY DEPARTMENTS FROM SHARP BUSINESS SYSTEMS, BIRMINGHAM, AL, TO AWARD BID FOR KYOCERA PRINTERS: LASER, DOT MATRIX AND PERIPHERAL EQUIPMENT FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 119 - 16
REFERENCE MUNIS BID # N/A

6. RECOMMENDED FOR INFORMATION TECHNOLOGY FROM DASHER TECHNOLOGIES, BIRMINGHAM, AL, TO AWARD BID FOR SERVERS FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 128 – 16
REFERENCE MUNIS BID # N/A

7. RECOMMENDED FOR INFORMATION TECHNOLOGY FROM DELL MARKETING, L. P., ROUND ROCK, TX, TO AWARD BID FOR SERVERS FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 128 – 16
REFERENCE MUNIS BID # N/A

8. RECOMMENDED FOR ALL DEPARTMENTS FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, TO AWARD BID RENEWAL FOR MAINTENANCE COPIER FOR SHARP AND XEROX COPIERS FOR THE PERIOD 10/01/16 – 09/30/17. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 135 – 15
REFERENCE MUNIS BID # N/A

9. RECOMMENDED FOR GENERAL SERVICE – BULK STORES WAREHOUSE FROM BUDGET JANITORIAL SERVICES, PELHAM, AL, TO AWARD BID RENEWAL FOR HOUSE KEEPING SUPPLIES FOR THE PERIOD 03/01/17 – 02/28/18. TO BE PURCHASED ON AN AS NEEDED BASIS.

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

PURCHASING DIVISION AGENDA REPORT

For Week of 09/30/2016 – 10/06/16

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.

1. RECOMMENDED FOR ALL DEPARTMENTS FROM AXIOS SOLUTIONS, BIRMINGHAM, AL, TO AWARD BID FOR ON SITE SHREDDING SERVICE FOR THE PERIOD OF 10/01/16 – 09/30/19. SERVICE TO BE PROVIDED ON AN AS NEEDED BASIS.

REFERENCE BID # 131 - 16
REFERENCE MUNIS BID # 16097

2. RECOMMENDED FOR ENVIRONMENTAL SERVICES AND GENERAL SERVICES FROM JASPER ELECTRIC MOTORS, INC., JASPER, AL, TO RENEW CONTRACT FOR ELECTRIC MOTOR REPAIR OR REPLACEMENT (LARGE) FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 136 - 15
REFERENCE MUNIS BID # N /A

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES AND GENERAL SERVICES FROM B & D ELECTRIC MOTOR, BIRMINGHAM, AL, TO RENEW CONTRACT FOR ELECTRIC MOTOR REPAIR OR REPLACEMENT (SMALL) FOR THE PERIOD OF 10/01/2016 – 09/30/2017. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 136 - 15
REFERENCE MUNIS BID # N /A

4. RECOMMENDED FOR JEFFERSON COUNTY CORONER'S OFFICE FROM STEELE CITY MORTUARY, SUMITON, AL, TO RENEW CONTRACT FOR CORPSE / TRANSPORT / DEAD BODY PICKUP FOR THE PERIOD OF 10/01/2016 – 09/30/2018. SERVICE TO BE PROVIDED ON AN AS NEEDED BASIS.

REFERENCE BID # 124 - 15
REFERENCE MUNIS BID # N /A

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

OCT-20-2016-884

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/23/16 – 9/29/16, AND 9/30/16 – 10/06/16, BE AND HEREBY IS APPROVED.

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

OCT-20-2016-885

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/23/16 – 9/29/16, AND 9/30/16 – 10/06/16, BE AND HEREBY IS APPROVED.

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

OCT-20-2016-886

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

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

OCT-20-2016-887

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Regions Bank Visa statement with a closing date of September 30, 2016.

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

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

Community and Economic Development

LaWanza Webb
2,345.94
Pamela Mapp
2,420.94
2016 NAWDP Youth Development Symposium
Chicago, IL – October 30 – November 2, 2016

Revenue

Wesley Moore	200.00
Michael Humber	200.00
CROAA Certification Orange Beach, AL – August 16-19, 2016	

INDIVIDUAL STAFF DEVELOPMENT

Commissioner, District 3

Chris Willis	195.00
ACCMA Local Government Professional Management Program Prattville, AL – October 20-21, 2016	

Commissioner, District 4

Zach Brooks ACCMA Local Government Professional Management Program Prattville, AL – October 20-21, 2016	468.75
Community and Economic Development	
Connie Grant Certified Government Accounting Program Tuscaloosa, AL – November 3, 2016	219.12
Information Technology	
Robert Gullede 1,205.50 Interconnecting Cisco Devices Atlanta, GA – November 7-11, 2016	
Revenue	
Norman Smith Government and Economic Development Institute Hoover, AL – November 2-4, 2016	300.00
Tracie Swanson Employment Law Birmingham, AL – June 21, 2016	139.00
Bruce Thompson 1,999.60 Tax Audit Jacksonville & Tampa, FL – November 26-December 3, 2016	
Bruce Thompson 2,582.59 Tax Audit San Antonio & Austin, TX – November 12-19, 2016	
Tax Assessor Bessemer	
Barbara Henderson Intermediate Mapping Montgomery, AL – October 16-21, 2016	926.31
<u>FOR INFORMATION ONLY</u>	
Sheriff	
Russell Starnes	250.00
Matthew McGill	250.00
Loyed Brasher	250.00

Bradford Self	250.00
Jordan Sands*	250.00
Birmingham, AL – September 12-16, 2016 *September 19-23, 2016	

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

OCT-20-2016-888
 RESOLUTION IN SUPPORT OF
 PROPOSED CONSTITUTIONAL AMENDMENTS 3 AND 4

WHEREAS, the Alabama Constitutional Revision Commission was created by the Alabama Legislature in 2011 to complete a full review of the 1901 Alabama Constitution and propose a series of revisions to the document, which were completed in 2014, and;

WHEREAS, during the 2015 Regular Session of the Alabama Legislature, county leaders from all 67 Alabama counties came together to actively pursue passage of two proposed constitutional amendments that were borne from the recommendations of the Alabama Constitutional Revision Commission-both of which would allow county governments to operate more efficiently in service to the citizens of Alabama, and;

WHEREAS, the Jefferson County Commission hereby declares its support for the following proposed constitutional amendments to appear on the November 2016 ballot:

- Proposed Amendment #3, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-44 to make it more difficult to force a statewide vote on those local constitutional amendments that would only impact the citizens of Jefferson County, and which also includes provisions to prevent statewide voters from overruling the will of the people of Jefferson County should a local constitutional amendment impacting this county be subject to statewide referendum, and;
- Proposed Amendment #4, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-220 to allow county commissions to carry out limited management and administrative activities in the specified areas of county personnel programs, community programs for litter-free roadways and public property, public transportation, the operation of county offices, and emergency assistance programs; and which also includes a provision allowing citizen input into any proposed programs, policies, or procedures, and strictly prohibits the levying of any taxes or fees, and;

WHEREAS, ratification of these proposed constitutional amendments would greatly improve the operation of county government in Jefferson County by 1) making it harder for voters outside of

the county to undermine the voice of local citizens on local issues, and 2) ensuring that county commissions across the state can take management and administrative action on those specified critical issues that impact the day- to-day quality of life for the residents of this great state, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it does hereby urge all registered voters of Jefferson County to vote in favor of the constitutional amendments proposed by Acts 2015-44 and 2015-220, which will appear on the November 2016 General Election Ballot as Amendments 3 and 4, respectively.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name on this the 20th day of October, 2016.

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

OCT-20-2016-889

RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENT 14

WHEREAS, the Jefferson County Commission routinely partners with its State Legislators in Montgomery to pass local legislation for the benefit of the citizens residing in Jefferson County, and;

WHEREAS, the Jefferson County Commission has supported the passage and enactment of countless local bills that have contributed to a higher quality of life for the residents of Jefferson County by providing much needed support for critical public services including, but not limited to, local school systems, county sheriffs' offices, workforce development programs, community health organizations and many more, and;

WHEREAS, a technical issue related to a routine procedural vote in the House of Representatives stands to threaten the execution of thousands of local laws, which would have detrimental and long-term consequences for the citizens of Jefferson County and the millions of other Alabamians residing all across the state, and;

WHEREAS, Act 2016-430 passed during the 2016 Regular Session of the Alabama Legislature proposes a constitutional amendment to ratify and confirm the validity of the procedural vote in question, thereby approving any and all local laws passed by the Alabama Legislature in accordance to the rules of the House or Senate in place at the time of the vote, and;

WHEREAS, ratification of this proposed constitutional amendment would safeguard the communities of Jefferson County by preserving the local laws that support the vitally important public services and institutions that residents of Jefferson County have come to utilize on a daily basis, and;

WHEREFORE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it does hereby urge all registered voters of Jefferson County to vote in favor of the constitutional amendment proposed by Act 2016-430, which will appear on the November 2016 General Election Ballot as Amendment 14.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Jefferson County Commission has caused this Resolution to be executed in its name on this the 20th day of October, 2016.

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

OCT-20-2016-890

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Abatement Agreements between Jefferson County, Alabama and GESTAMP Alabama, LLC and OX (AL), LLC, as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

ABATEMENT AGREEMENT

THIS ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective October 20, 2016, by and between JEFFERSON COUNTY, ALABAMA (the "Granting Authority") as the granting governing body (the "Granting Authority") and GESTAMP ALABAMA, LLC, a limited liability company, its successors and assigns ("Company").

WITNESSETH

WHEREAS, the Company presently operates an automotive parts manufacturing facility located in Jefferson County. The Company and Lessor (defined below) propose to undertake a new project (the "Project") whereby (i) Company will expand its manufacturing capabilities at its plant by acquiring, installing and operating machinery, equipment and tooling to support existing and

new production for the Company's customers (the "Project"); and (ii) OX (AL), LLC ("Lessor") will construct building improvements and then lease such improvements to the Company; and

WHEREAS, the Granting Authority has determined that the establishment of the Project in the State of Alabama and in the County will promote the development of industry in the State of Alabama and Jefferson County; and

WHEREAS, Company anticipates that it will invest approximately \$109,580,000 in new machinery and equipment at its existing site during the Project and Lessor anticipates that it will invest approximately \$22,100,000 in building improvements for the Project. The Granting Authority (i) recognizes that Company can locate the Project in other locations outside Alabama (ii) wishes to encourage the Company to locate the Project in Jefferson County for the benefit of the citizens of the State and the constituents of Jefferson County; (iii) enters into this Agreement in consideration of and as an inducement to Company to locate the Project in Jefferson County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Jefferson County.

WHEREAS, with regard to the Project, Company has prepared and submitted to the County a Form CO: CAA "Application to Local Granting Authority for Abatement of Taxes" (the "Application") a copy of which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

WHEREAS, the Project is a major addition to the existing facility and will be located within the jurisdiction of the Granting Authority, and the Granting Authority has determined that Company should be granted the maximum allowable abatement of taxes provided under sections 40-9B-1 to 40-9B-7 of the Code of Alabama (1975) (the "Tax Incentive Reform Act of 1992", as amended) in order to encourage and as additional incentive to the Company to locate and install the Project at its existing facility; and

WHEREAS, the Granting Authority has performed a cost/benefit analysis and concluded that it is to the advantage of the public that abatement be granted in accordance with the Abatement Agreement.

NOW, THEREFORE, the Granting Authority and Company have agreed as set forth below:

1. Grant of Tax Abatements. To the fullest extent permitted by statute, the Granting Authority hereby grants to Company an abatement from liability for the following taxes with respect to Company's investment in the Project:

(a) State and local noneducational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of property, said abatement to start, on a property-by-property basis, on the October 1st following the date and time Company takes possession of each said piece of property.

- (b) State and local noneducational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project.
 - (c) Deed, mortgage and all other similar recording taxes with respect to the Project whenever such taxes become due and payable.
2. Estimate of Amount of Taxes Abated. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual amount of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated.
- (a) Estimate of annual amount of noneducational ad valorem taxes abated: \$372,572.
 - (b) Estimate of total amount of State and local noneducational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project abated: \$1,643,700.
 - (c) Estimate of total amount of mortgage and recording taxes abated: \$0.
3. Representations and Warranties of Company. Company makes the following representations and warranties with respect to the undertaking on its part:
- (a) Company is not aware of any violation of any law in any manner material to its ability to perform its obligation under this Agreement.
 - (b) Company has duly authorized the execution of this Agreement and Company is not aware of any provision hereof which either constitutes a default under any agreement or instrument to which it is a party, or contravenes any law, judgment or decree to which it is subject.
 - (c) The Project will in all respects constitute a "project" within the meaning of the Act.
 - (d) The information contained in the Form CO: CAA Company submitted to the Granting Authority is true and correct and to the extent estimates or projections are contained therein such have basis in fact and were made in good faith.
 - (e) All equipment and materials with respect to which Company shall purchase and receive an exemption from sale or use tax, or for which the ad valorem property taxes with respect thereto shall be abated, shall actually be incorporated or utilized in connection with the Project.
 - (f) Company represents that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years.
4. Expenses of the Parties. Company and the Granting Authority each agree to pay its own costs and expenses, including legal fees, incurred in connection with this Agreement or otherwise.
5. Assignment. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its rights, privileges, interests, and obligations hereunder to another person or corporation, partnership, or other legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge Company from primary liability for all obligations assumed by Company under this Agreement. The abatements shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an industrial or research enterprise, as

such term is defined in the Tax Incentive Reform Act of 1992, as from time to time amended, including, without limitation and developer/lessor , any leasing company, and any affiliate of Company (e.g. a landlord) , to the same extent that such abatements would have been realized by Company had it continued to own the Project or such portion.

6. Filing with the Alabama Department of Revenue. Company shall file with the Alabama Department of Revenue within 90 days after the Granting Authority's approval of this Agreement at a meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

7. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

8. Severability. This Agreement may be amended or terminated upon mutual consent of Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between Company and the Granting Authority.

9. Further Assurances. Each party shall execute such additional documents and instruments as may be reasonably required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the Granting Authority will take all necessary steps and actions to insure that Company receives the maximum abatement of taxes allowable under the Tax Incentive Reform Act of 1992. Further, the Granting Authority will not take any actions which would undermine or circumvent the intent of this Agreement.

10. Amendments. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

11. Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

GESTAMP ALABAMA, LLC

EXHIBIT A

FORM CO: CAA "APPLICATION TO LOCAL GRANTING AUTHORITY FOR ABATEMENT OF TAXES"

See attachment

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

OCT-20-2016-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute Abatement Agreements between Jefferson County, Alabama and GESTAMP Alabama, LLC and OX (AL), LLC, as follows:

STATE OF ALABAMA)
JEFFERSON COUNTY)

ABATEMENT AGREEMENT

THIS ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective October 20, 2016, by and between JEFFERSON COUNTY, ALABAMA (the "Granting Authority") and OX (AL), LLC, a limited liability company, its successors and assign (" Company").

WITNESSETH

WHEREAS, Gestamp Alabama, LLC ("Gestamp") presently operates an automotive parts manufacturing facility located in Jefferson County. Gestamp and Company propose to undertake a new project (" Project") whereby (i) Gestamp will expand its manufacturing capabilities at its plant by acquiring, installing and operating machinery, equipment and tooling to support existing and new production for its customers; and (ii) Company will construct building improvements and then lease such improvements to Gestamp.

WHEREAS, the Governing Authority has determined that the establishment of the Project 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, Company anticipates that it will invest approximately \$22,100,000 in building improvements for the Project and Gestamp anticipates that it will invest approximately \$109,580,000 in new machinery and equipment at its existing site during the Project. The Governing Authority (i) recognizes that the Project can be located in other locations outside Alabama; (ii) wishes to encourage the Project to be located in Jefferson County for the benefit of the citizens of the State and the constituents of Jefferson County; and (iii) enters into this Agreement in consideration of and as an inducement of the Project to locate in Jefferson County and in consideration of the economic benefits to be realized, including but not limited to, the economic impact, increased tax revenues and other benefits to be received by the State, and more particularly Jefferson County.

WHEREAS, with regard to the real property improvements for the Project, Company has prepared and submitted to the County a Form CO: CAA " Application to Local Granting Authority for Abatement of Taxes" (the "Application") a copy of which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference.

WHEREAS, the Project is a major addition to the existing facility and will be located within the jurisdiction of the Governing Authority, and the Governing Authority has determined that Company should be granted the maximum allowable abatement of taxes provided under sections 40-9B-1 to 40-9B-7 of the Code of Alabama (1975) (the "Tax Incentive Reform Act of 1992", as amended) in order to encourage and as additional incentive for the Project to be located at the existing facility; and

WHEREAS, the Governing Authority has performed a cost/benefit analysis and concluded that it is to the advantage of the public that abatement be granted in accordance with the Abatement Agreement.

NOW, THEREFORE, the Governing Authority and Company have agreed as set forth below:

1. Grant of Tax Abatements. To the fullest extent permitted by statute, the County hereby grants to Company an abatement from liability for the following taxes with respect to Company's investment in the Project:

(a) State and local noneducational personal property ad valorem taxes with respect to the Company's investment in the Project. The abatement period shall last for a period of ten (10) years for each piece of property, said abatement to start, on a property-by-property basis, on the October 1st following the date and time Company takes possession of each said piece of property.

(b) State and local noneducational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project.

(c) Deed, mortgage and all other similar recording taxes with respect to the Project whenever such taxes become due and payable.

2. Estimate of Amount of Taxes Abated. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Governing Authority and Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual amount of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated.

(a) Estimate of annual amount of noneducational ad valorem taxes abated: \$75,140.

(b) Estimate of total amount of State and local noneducational sales, use, excise and all other similar taxes on tangible personal property and taxable services incorporated by Company into the Project abated: \$504,000.

(c) Estimate of total amount of mortgage and recording taxes abated: \$0.

3. Representations and Warranties of Company. Company makes the following representations and warranties with respect to the undertaking on its part:

(a) Company is not aware of any violation of any law in any manner material to its ability to perform its obligation under this Agreement.

(b) Company has duly authorized the execution of this Agreement and Company is not aware of any provision hereof which either constitutes a default under any agreement or instrument to which it is a party, or contravenes any law, judgment or decree to which it is subject.

(c) The Project will in all respects constitute a "project" within the meaning of the Act.

(d) The information contained in the Form CO: CAA Company submitted to the Governing Authority is true and correct and to the extent estimates or projections are contained therein such have basis in fact and were made in good faith.

(e) All equipment and materials with respect to which Company shall purchase and receive an exemption from sale or use tax, or for which the ad valorem property taxes with respect thereto shall be abated, shall actually be incorporated or utilized in connection with the Project.

(f) Company represents that the weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. 147(b) and measured from the date the Project is expected to be placed in service, will be greater than ten (10) years.

4. Expenses of the Parties. Company and the Governing Authority each agree to pay its own costs and expenses, including legal fees, incurred in connection with this Agreement or otherwise.

5. Assignment. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its rights, privileges, interests, and obligations hereunder to another person or corporation, partnership, or other legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge Company from primary liability for all obligations assumed by Company under this Agreement. The abatements shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an industrial or research enterprise, as such term is defined in the Tax Incentive Reform Act of 1992, as from time to time amended, including, without limitation and developer/lessor, any leasing company, and any affiliate of Company (e.g. a landlord) , to the same extent that such abatements would have been realized by Company had it continued to own the Project or such portion.

6. Filing with the Alabama Department of Revenue. Company shall file with the Alabama Department of Revenue within 90 days after the Governing Authority's approval of this Agreement a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

7. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

8. Severability. This Agreement may be amended or terminated upon mutual consent of Company and the Governing Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between Company and the Governing Authority.

9. Further Assurances. Each party shall execute such additional documents and instruments as may be reasonably required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the Governing Authority will take all necessary steps and actions to insure that Company receives the maximum abatement of taxes allowable under the Tax Incentive Reform Act of 1992. Further, the Governing Authority will not take any actions which would undermine or circumvent the intent of this Agreement.

10. Amendments. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever , except by a further agreement in writing, properly executed by all the parties.

11. Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

EXHIBIT A

FORM CO: CAA "APPLICATION TO LOCAL GRANTING AUTHORITY FOR ABATEMENT OF TAXES"
See Attachment

JEFFERSON COUNTY COMMISSION
JAMES A. "JIMMIE" STEPHENS - PRESIDENT GEORGE F. BOWMAN
SANDRA LITTLE BROWN - PRESIDENT PRO TEMPORE DAVID CARRINGTON
T. JOE KNIGHT

Reporting Authority
WALTER F. JACKSON, Chief Deputy County Manager

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

OCT-20-2016-892

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Settlement Agreement between Jefferson County, Alabama and the United States of America, Department of Justice regarding the accessibility of Polling Precincts.

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND JEFFERSON COUNTY, ALABAMA REGARDING THE ACCESSIBILITY OF POLLING PLACES

This settlement agreement (the " Agreement") is entered into between the United States of America and Jefferson County, Alabama, through the Jefferson County Board of Registrars, and the Jefferson County Election Commission (collectively, the " Parties").

BACKGROUND

1. The U.S. Department of Justice (the " Department") opened an investigation of Jefferson County, Alabama (the " County") under Title II of the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. §§ 12131- 12134, and Title II's implementing regulation, 28 C. F.R. pt. 35, to determine the physical accessibility of the County's polling places to people with mobility and vision disabilities. Title II of the ADA prohibits public entities from excluding individuals with disabilities from participation in or denying them the benefits of the voting program, or subjecting them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C. F.R. §§ 35.130(a), 35. 149. Title II also prohibits public entities from selecting facilities to be used as polling places that have the effect of excluding individuals with disabilities from or denying them the benefits of the voting program, or otherwise subjecting them to discrimination. 28 C.F.R. § 35. 130(b) (4). Title II requires public entities to administer their services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35. 130(d).

2. The County is a "public entity" within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35. 10 4, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131- 12134, and its implementing regulation, 28 C. F.R. pt. 35.

3. The Department is authorized under the ADA to determine the County's compliance with Title II of the ADA and Title II ' s implementing regulation , and to resolve the matter by informal resolution, such as thro ugh the terms of this settlement agreement. If informal resolution is not achieved, the Department is authorized to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.

4. The County, through its Board of Registrars, is responsible for reviewing the accessibility of each polling place and selecting each polling place. The County currently has 173 polling place locations.

5. In the March 1, 2016 election, the Department surveyed polling place locations within each of the County's five Commission Districts. Specifically, the Department surveyed 36 of the County's 173 polling place locations. The Department found that many of the County's polling places contain barriers to access for persons with disabilities, and thus the County viola ted Title II by failing to select facilities to be used as polling places on election day that are accessible to persons with disabilities. The Department's findings are contained in Attachment I.

Consideration:

TERMS OF SETTLEMENT

6. In consideration of the mutual promises contained in this Agreement, good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to avoid the costs,

expenses, and uncertainty of protracted litigation, the Parties, intending to be legally bound, enter into this Agreement.

Definition:

7. "Accessible on Election Day" means that a polling place is compliant with the 2010 ADA Standards for Accessible Design ("2010 Standards") on election day or during subsequent elections, whether such compliance is achieved through permanent architectural measures or through the use of temporary measures such as those provided for in Paragraph 15 below.
8. "Effective Date" of this Agreement is the date of the last signature below.
9. "Election Day Surveyors" or "EDSs" are County personnel (or contractors) who will review compliance, including where temporary measures are to be implemented on election days, at polling place locations.

Obligations of the County

A. Accessible Voting Program

10. The County shall not exclude individuals with disabilities from participation in or deny them the benefits of the voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a), 35.149. The County shall select facilities to be used as polling places that do not exclude individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b) (4). The County shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. 28 C.F.R. § 35.130(d).
11. For all elections occurring after the Effective Date of this Agreement, the County will implement measures to remediate the violations at polling places identified and as set forth in Attachment I, to make those polling place locations accessible on election day, or will relocate those locations to an alternative accessible location pursuant to the process established in Paragraph 17 of this Agreement.
12. Nothing in this Agreement limits the County or the property owner from making ADA-compliant, permanent modifications to its polling place locations instead of providing temporary remedial measures or relocating a polling place location. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the County agrees to comply with Title II's program accessibility requirements.
13. The County shall maintain in operable working condition during elections those features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the County shall purchase new equipment or relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 17 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the County agrees to comply with Title II's program accessibility requirements.
14. The County will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including but not limited to, providing the United States with timely access to

polling places (including on Election Day), maps of polling places, and other requested information.

15. The County agrees that the following measures will be implemented where necessary to make an otherwise inaccessible polling place accessible during elections. The list of measures is not exhaustive; the County may propose other reasonable temporary measures subject to the review and approval of the United States.

- a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
- b. Portable wedges or wedge ramps.
- c. Floor mats.
- d. Traffic cones.
- e. Relocating furniture or other moveable barriers.
- f. Door stops.
- g. Propping open doors.
- h. Unlocking doors.
- i. Signage, including parking signage.
- j. Portable buzzers or door bells.
- k. Removing astragals (door posts) that are not a permanent part of the structure from doorways

B. Survey and Review of Polling Place Locations

16. Using a template provided by the Department, the County will develop a survey instrument to assess whether a polling place location is or can be made accessible during elections. The survey instrument will be based on the 2010 Standards and the United States' "ADA Checklist for Polling Places" publication. The survey instrument will include a requirement to include photographs and will also require the identification of appropriate remedial provisions, including the remedial provisions in Paragraph 15 of this Agreement. The survey instrument will be submitted to the United States for review and approval within 15 days of the Effective Date of this Agreement. The County shall incorporate in its survey instrument any changes, additions, or modifications proposed by the United States.

17. The County shall review each newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made accessible during elections through the use of the remedial measures provided for in Paragraph 15 of this Agreement or through permanent modifications made by the County or the property owner, before selecting the location as a polling place. The County shall use the survey instrument referenced in Paragraph 16 of this Agreement to make all future polling place location selections. If the County ultimately determines that a newly proposed location is inaccessible (as defined by the survey instrument and the ADA) and cannot be made accessible during elections, then the County will reject the location and continue searching until an accessible location or one that can be made accessible during elections can be found.

18. Of the 173 polling place locations that were used in the March 2016 election, 36 were surveyed by the Department. Beginning with the effective date of this Agreement, the County shall survey the remaining polling place locations not surveyed by the Department that the County intends to use in future elections, using the survey instrument referenced in Paragraph

16 of this Agreement. The County shall provide the results of those surveys to the United States on a rolling basis as they are conducted, to be completed no later than July 31, 2017. With respect to the properties not surveyed by the Department during the March 2016 election, the County shall implement any appropriate remedial measures or to relocate any non-remediable locations in accordance with this agreement no later than January 31, 2018, as set forth in Paragraph 21.

19. If the Department concludes that a survey was conducted by the County in error, the Department will identify the specific error to the County, and the County will then re-survey the portions in error. If the Department concludes that the County has proposed a remedial provision that does not address the violation, then the Department will recommend a temporary remedial measure consistent with Paragraph 15 of this Agreement that the County will implement in the next election. If the County chooses not to or is unable to implement one or more of the recommended temporary remedial measures, it will relocate the inaccessible polling place location to another existing accessible polling place location, or select a new location pursuant to the process established by Paragraph 17 of this Agreement.

20. For the polling place locations surveyed by the County pursuant to Paragraph 18 of this Agreement and not listed in Attachment I, the County will implement the appropriate remedial provisions to make polling place locations accessible in the next election the polling place is to be used after it has been approved by the United States pursuant to Paragraphs 18 and 19, or will relocate inaccessible locations to an alternative accessible location currently in use by the County or pursuant to the process established by Paragraph 17 of this Agreement.

21. For the duration of this Agreement, when the County selects a new polling place location that was not in use on the Effective Date, the County will provide the United States notice within twenty-one (21) days of the decision. The County will provide the United States with copies of all surveys (and photographs) conducted within twenty-one (21) days of the decision to use the location as a polling place. The United States' approval must be obtained prior to the location being used in an election. The United States will make every effort to approve a new polling place location within 30 days of the County's notification. The United States' approval will be based on whether the proposed polling place location satisfies the survey instrument referenced in Paragraph 16 of this Agreement.

22. If the County finds that it cannot implement a previously agreed to or approved remedial provision regarding a specific polling place location, the County will immediately notify the United States and, upon request, meet and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the County will relocate the polling place location to an alternative accessible location pursuant to the process established by Paragraph 17 of this Agreement.

23. The County shall provide auxiliary aids and services to voters with disabilities in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability, including ensuring that voting machines are positioned in such a way as to provide a voter with a disability the same amount of privacy afforded to other voters.

C. Training

24. Prior to each election during the term of this Agreement, as part of its training program for Election Officers and poll workers, the County will provide training concerning temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must

be implemented (e.g., how to install ramps, the placement of mats over (and not in front of) thresholds); and (c) a description of the role of the County's EDSs, as set forth in Paragraph 29 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures during elections.

25. The County will request that all designated EDSs who will be assigned to a polling place location that includes one or more temporary remedies, sign a form in which they are asked to swear or affirm that in performing election duties the EDS will make sure that all temporary measures at their polling place location be installed where instructed, be in place before the opening of the polls, and be maintained in place until the polling place closes to provide independent access to voters with disabilities.

26. After the first election occurring after the Effective Date of this Agreement, and for each election thereafter during the term of this Agreement, the County will identify each EDS whose polling place was the subject of a report from the previous election indicating that a temporary modification was not implemented properly, and will explain the non-compliance of the EDS and what must be done to remedy the identified issue(s) during elections. The EDS will be asked to initial the non-compliance report.

27. Prior to each election during the term of this Agreement, the County will provide training to all EDSs designated pursuant to Paragraph 29 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (e.g., how to install ramps, the placement of mats over (and not in front of) thresholds) ; (b) how to resolve errors in the implementation of temporary measures during elections; (c) how to document the implementation of temporary measures during election s using check lists or compliance review forms referenced in Paragraph26; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

28. Upon request by the County, a representative from the U.S. Attorney's Office for the Northern District of Alabama, at a mutually agreeable time, will provide at least two training sessions to County personnel (or contractors) or EDSs as to how to survey properties to ensure that they are in compliance with the ADA.

D. Election Compliance Review

29. In the materials provided to each EDS for election-day, the County will include a checklist of the temporary measures to be implemented at each polling place location where such measures are required. The checklist should contain a place for a sig nature by the EDS that he or she implemented the temporary measures and kept them in place throughout the day of the election, from the opening of the polls to their closing, and shall be returned to the Chairman of the Board of Registrars. The Chairman of the Board of Registrars will provide copies of these checklists to the United States within twenty-one (21) days after the election.

30. Beginning with the first election occurring after the Effective Date of this Agreement, and throughout the duration of this Agreement, the County will designate County personnel (or contractors) as EDSs to review compliance at the polling place locations where temporary measures are to be implemented during elections. The County and the EDSs will use the checklist developed pursuant to Paragraph 28 of this Agreement to review compliance on election-day. The EDSs will be required to document their compliance reviews (both compliant and non-compliant polling place locations) with photographs. After documenting a non-compliant polling

place location, the EDSs shall remedy any non-compliant implementation of a temporary remedy when possible. Copies of these compliance reviews shall be returned to the Chairman of the Board of Registrars. The Chairman of the Board of Registrars will provide copies of these compliance reviews to the United States within twenty-one (21) days after the election.

31. If the County does not properly implement the temporary remedial measures necessary at a particular polling place location during an election in two (2) consecutive elections, and the County does not make permanent architectural remediation's, then the County will no longer use the polling place location and will relocate it to an accessible location or one that can be made accessible during an election pursuant to Paragraph 17 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the County agrees to comply with Title B's program accessibility requirements.

Enforcement Provisions

32. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing or by email, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing, and affix signatures to that modification.

33. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

Don B. Long III, Assistant United States Attorney

Don.long2@usdoj.gov

Jason R. Cheek, Assistant United States Attorney

jason.cheek@usdoj.gov

Carla C. Ward, Assistant United States Attorney

carla.ward@usdoj.gov

U.S. Attorney's Office, Northern District of Alabama Civil Division

180 I Fourth Avenue North Birmingham, AL 35203

For Jefferson County:

Barry Stephenson, Chairman Jefferson County Board of Registrars

716 Richard Arrington Jr. Blvd North Room A-410

Birmingham

Alan King, Chairman

Jefferson County Election Commission 716 Richard Arrington Jr. Blvd North Room 130

Birmingham, AL 35203

Jefferson County Attorney

Jefferson County Courthouse, Room 280 716 Richard Arrington Jr. Blvd North Birmingham, AL 35203

34. The United States may review compliance with this Agreement at any time. If the United States believes that the County has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify the County in writing or by email and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies the County, the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title II of the ADA.

35. Failure by the United States to enforce a deadline or provision in this Agreement will not be construed as a waiver of the United States' right to enforce any deadlines or provisions of this Agreement.

36. A copy of this document will be made available to any person by the County on request.

37. This Agreement shall be applicable to and binding upon the County, its officers, agents, employees, and assigns.

38. This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.

39. This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1- 5 above concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects the County's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.

40. This Agreement will remain in effect for five years from the Effective Date.

41. The persons signing for the County represents that they are authorized to bind the County to this Agreement.

FOR THE UNITED STATES:

JOYCE WHITE VANCE

U.S. ATTORNEY

Carla C. Ward

Assistant United States Attorney

FOR JEFFERSON COUNTY:

James A. Stephens, President

Jefferson County Commission

Barry Stephenson, Chairman
Jefferson County Board of Registrars

Alan King, Chairman
Jefferson County Election Commission

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

OCT-20-2016-893

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County, Alabama Department of Transportation (ALDOT) in the amount of \$26,803.00. This agreement allows the County full reimbursement for in-kind costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT Project No. ACIMF-I059 (385), I-59/20 bridge replacement in the City of Birmingham.

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

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

OCT-20-2016-894

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and OxyMed to provide outpatient home oxygen services for Cooper Green Mercy Health Services in the amount of \$50,000.00. The term of the contract is for one (1) year (upon Commission approval) with the option to renew, at County's Option each fiscal year for two (2) additional one (1) year terms through 09/30/2019.

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

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

OCT-20-2016-895

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 Run the Race Productions, LLC to allow filming in unoccupied areas of the Cooper Green Facility. This is a revenue contract in the amount of \$1,500.00 daily.

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission agrees with the recommendation and approval of a Budget Transaction to add fifteen (15) positions in order to satisfactorily staff the opening of the Gardendale Satellite Revenue Office.

The item failed to be added as New Business for lack of unanimous consent.

The Commission President announced that it is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7 (a) (3), Alabama Code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending

litigation involving Jefferson County and controversies imminently likely to be litigated.
Approximate time of 30 minutes with no action taken following the Executive Session.

Motion was made by Commission David Carrington and seconded by Commission Joe Knight that an Executive Session be convened. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe knight, and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 2:00 P.M. Tuesday, October 25, 2016.

The Commission re-convened its regular session at the Jefferson County Courthouse in Birmingham, Alabama on Tuesday, October 25, 2016 at 2:00 P.M., for the purpose of discussion and consideration of one (1) item of New Business. James A. Stephens, President, presiding and the following members present:

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

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

OCT-25-2016-896

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission agrees with the recommendation and approval of a Budget Transaction to add fifteen (15) positions in order to satisfactorily staff the opening of the Gardendale Satellite Revenue Office.

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

The Commission President announced that it is the opinion of the County Attorney that an Executive Session is warranted pursuant to § 36-25A-7 (a) (3), Alabama Code, for the Commission to discuss with its attorneys the legal ramifications and legal options for pending litigation involving Jefferson County and controversies imminently likely to be litigated. Approximate time of 30 minutes with no action taken following the Executive Session.

Motion was made by Commission Sandra Little Brown and seconded by Commission Joe Knight that an Executive Session be convened. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe knight, and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 P.M. Wednesday, November 2, 2016.

President

ATTEST:

Minute Clerk