

STATE OF ALABAMA)

JEFFERSON COUNTY) October 10, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:12 a.m., Sandra Little Brown, President Pro Tem, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Minutes of September 26, 2013, be approved. Voting "Aye" Knight, Stephens, Bowman and Brown.

The Commission met in Work Session on October 8, 2013, and approved the following items to be placed on the October 10, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 6.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8 and one additional item.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 11, excluding Item 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 17 and one additional item.

Oct-10-2013-754

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

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

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

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

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

Z-2013-019 Andrea Mahaffey Tuggle, owner; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 2-9-2-0-4, in Section 9 Twp 14 Range 2 West from A-1 (Agriculture) to U-2 (Communication Tower) for a cellular communication tower. (Case Only: 2058 Mahaffey Lane, Warrior, AL 35004)(TRAFFORD)(0.2 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2013-019 be approved. Voting "Aye" Knight, Stephens, Bowman and Brown.

Z-2013-020 Alabama Power Company, owner; Ty R. Cole, agent; requests a change of zoning on Parse! ID# 15-21-4-0-1.9, in Section 21 Twp 16 Range 4 West from I-3 (Industrial) to U-1 (Utilities) for a power substation. (Case Only: 4250 Brookville School Road, Graysville, AL 35073)(GRAYSVILLE)(9.3 Acres M/L)

RESTRICTIVE COVENANT: Development of the property shall be in accordance with the site plan presented at the September 12, 2013 hearing of the Planning & Zoning Commission.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-020 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Bowman and Brown.

Oct-10-2013-755

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Hiliary Henderson to serve on the Rocky Ridge Fire District Board of Trustees for a term of five (5) years beginning upon approval and ending September 30, 2018, be and hereby is approved.

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

Oct-10-2013-756

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

- a. Amendment No. 1 to agreement with ACS Application Management Services, LLC - to provide hosting, hardware and software support for Lawson System for the period October 1, 2013 - March 31, 2014 - \$99,600
- b. People Administration - to provide on-line application and software hosting for FY2013/2014 - \$59,500
- c. Amendment No. 2 to the agreement with Freedom Reporting to provide transcription services for FY2013/2014 - \$25,000
- d. Tyco Integrated Security to provide security access card reader on the 10th Floor of the 2121 Building - \$1,334.16

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

Oct-10-2013-757

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Terex Utilities, Inc. d/b/a Terex Services in the amount of \$5,750.00 to Provide Overhead Crane and Hoist Inspections at County Wastewater Treatment Plants.

CONTRACT NO: 5171

OVERHEAD CRANE/HOIST INSPECTION CONTRACT

THIS AGREEMENT made this the 12th day of September, 2013 by and between Jefferson County Alabama, hereinafter called "the County", and, Terex Services, called "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for Overhead Crane and Hoist Inspection to the Jefferson County Commission, hereinafter called "the County";

WHEREAS, the Contractor desires to furnish said services to the Environmental Services Department.

NOW, THEREFOR, 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 County's request for Overhead Crane and Hoist Inspections at County Wastewater

Treatment for period 10/01/2013-09/30/2016. The contract describes the scope of services regarding the services to be administered by the CONTRACTOR. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties. The Scope of Services is as follows: Inspection of Overhead Cranes and Hoists.

Location	Number of Units	Pricing
Cahaba River WWTP	19	\$684
Five Mile Creek WWTP	15	\$540
Leeds WWTP	6	\$242
Prudes Creek/Shades Valley	6	\$242
Pump Stations	20	\$720
Trussville WWTP	6	\$242
Turkey Creek WWTP	4	\$174
Valley Creek WWTP	27	\$972
Village Creek WWTP	48	\$1,728
<u>Warrior River WWTP</u>	<u>5</u>	<u>\$206</u>
	156 units	

Total per year contract price \$5,750

Parts pricing will be at cost plus 10 (ten) percent. The rate for breakdowns and service calls will be \$60 an hour per man (after hours) with a 4 hour minimum. Service Mileage will be charged at \$1.00 per mile.

CONTRACTOR will maintain all pricing as stated in the Scope of Work for the entire term of the contract.

CONTRACTOR is responsible for scheduling inspection with each plant manager prior to commencement of work.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on September 30, 2016 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

5. 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.

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

7. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.

8. 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. and the County will not be obligated for same under this contract.

9. 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.

10. 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.

11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in

performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

12. **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.

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

14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

15. **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.

16. **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.

17. **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.

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Chad Viator, Territory Sales Manager

Terex Services

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

Oct-10-10-2013-758

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Schneider Electric in the amount of \$39,518.00 to Provide CitectSCADA and Vijeo Historian software and maintenance support.

CitectSCADA, and Vijeo Historian Software and Maintenance Support

THIS AGREEMENT entered into this ____ day of August 2013, by and between Jefferson County Alabama hereinafter called "the County", and Schneider Electric, hereinafter called "the Contractor", located at 30000 Mill Creek Avenue, Suite 300, Alpharetta, GA 30022. The effective date of this agreement shall be August 1, 2013.

WHEREAS, the County desires to contract for CitectSCADA and Vijeo Historian Software and Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service to the County.

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

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

SCOPE OF SERVICES: This contract results from Environmental Services Department's request for CitectSCADA and Vijeo Historian software and maintenance support. This contract and Schneider Electric's quote numbers SW35149_0625TC.3, SW35149_0624H and SW35149_0624TC.1.5 describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A. Those four (4) components constitute the entire agreement between the parties.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on July 31, 2016.

COMPENSATION: \$39,518.00

PAYMENT TERMS: Net 30

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

STATEMENT OF 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.

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.

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.

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.

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.

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.

TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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 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.

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.

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.

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.

Jefferson County Commission
W.D. CARRINGTON, PRESIDENT
Schneider Electric

_____, Authorized Signature

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and Galleria Associates, LLC and The Alabama Republican Executive Committee. This Conditional Consent to Encroachment and Release of Damages Agreement is for an improvement within existing twenty foot (20') sanitary sewer easement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES (this "Agreement") made as of the _____ day of _____, 2013, by and among JEFFERSON COUNTY, ALABAMA (the "County"), GALLERIA ASSOCIATES, LLC ("Owner") and THE ALABAMA REPUBLICAN EXECUTIVE COMMITTEE ("Tenant").

R E C I T A L S

A. Owner is the owner of the real property located at 3505 Lorna Road, Birmingham, AL 35216 in Jefferson County, Alabama (the "Property") and described more particularly as follows:

Lot 1C1, Resurvey of Lot 1, Brook South Builders Inc., recorded in Map Book 224, Page 20, in the Office of the Judge of Probate of Jefferson County, Alabama

B. An existing twenty foot (20') sanitary sewer easement (the "Easement") is located upon the property as recorded in Map Book 224, Page 20 in the Probate Office of Jefferson County, Alabama and recorded in instrument 200503/0293 and 200503/296.

C. Tenant has leased the Property from Owner pursuant to a long-term lease and intends to Purchase the Property.

D. Owner and Tenant propose the installation of an elevated wooden deck on the Property (the Owner's Improvements), as shown in Exhibit "A" attached hereto, that will encroach upon the Easement. Owner and Tenant acknowledge and understand that County approval of said proposed encroachment described by this agreement is solely for the allowance/existence of the Owner's Improvements only.

E. Owner, Tenant and the County mutually desire to enter into this Agreement to address the encroachment of the Owner's Improvements within the Easement.

A G R E E M E N T

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

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

2. Subject to the terms of this Agreement, the County grants Owner a license for the Owner's Improvements, shown on Exhibit "A" attached hereto, but only to the extent the same are approved by the County. Exhibit "A" details all of the Owner's improvements that encroach on this easement and no further improvements will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner or Tenant of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

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

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

5. In the event this Agreement is challenged by legal means by said Owner or Tenant as a result of the County exercising its Easement Rights as defined in Recital B and item number (1) one above, Owner and Tenant shall be responsible for the payment any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge and any delay incurred in connection therewith. In addition, in the event this Agreement is challenged by legal means by said Owner or Tenant as a result of the County exercising its Easement Rights as defined in Recital B and item number (1) one above, Owner and Tenant shall be responsible for the cost of any damage to others including but not limited to personal property and bodily injury resulting from said challenge and any delay incurred in connection therewith. In the event this Agreement is challenged by legal means by said Owner or Tenant as a result of the County exercising its Easement Rights as defined in Recital B and item number (1) one above, Owner and Tenant hereby agrees to pay all court costs incurred by the County as a result of the aforementioned.

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

GALLERIA ASSOCIATES, LLC

THE ALABAMA REPUBLICAN EXECUTIVE COMMITTEE

_____, President

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

Oct-10-2013-760

Be it resolved by the Jefferson County Commission that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County, Alabama and Aletheia House, Inc., for Parkway East Apartments formally Amberwood Apartments, an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of _____, 20____, by and between JEFFERSON COUNTY, ALABAMA (the "County") and ALETHEIA HOUSE, INC. (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Amberwood Apartments located at 1817 Amberwood Drive, Birmingham AL. 35215, more particularly described as PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID ¼ - ¼ SECTION AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID ¼ - ¼ SECTION FOR A DISTANCE OF 466.95 FEET TO A POINT; THENCE 89 DEGREES, 48 MINUTES TO THE LEFT IN AN EASTERLY DIRECTION 180.00 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND AND BEING THE POINT OF BEGINNING, THENCE CONTINUE IN AN EASTERLY DIRECTION ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 319.91 FEET TO AN EXISTING HADDEN REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES, 35 MINUTES 34 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A MEASURED DISTANCE OF 227.44 FEET TO AN EXISTING #5 IRON REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 08 MINUTES, 18 SECONDS AND TURN IN A WESTERLY DIRECTION A DISTANCE OF 20.10 FEET TO AN EXISTING ¾" IRON REBAR, THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES, 41 MINUTES, 41 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 179.12 FEET TO AN EXISTING OLD HADDEN REBAR; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES, 08 MINUTES, 18 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 16.39 FEET TO AN EXISTING HADDEN IRON REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 80 DEGREES, 48 MINUTES, 52 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 270.83 FEET TO AN EXISTING ¾" IRON REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 2 DEGREES, 53 MINUTES, 52 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 107.84 FEET TO AN EXISTING HADDEN IRON REBAR; THENCE TURN AN ANGLE TO THE LEFT OF 6 DEGREES, 00 MINUTES, 41 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 195.68 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND AND BEING ON THE NORTH RIGHT OF WAY LINE OF POLLY REED ROAD, SAID RIGHT OF WAY BEING ON A CURVE, SAID CURVE BEING CONCAVE IN A SOUTHERLY DIRECTION AND HAVING A CENTRAL ANGLE OF 31 DEGREES, 14 MINUTES AND A RADIUS OF 334.18 FEET; THENCE TURN AN ANGLE TO THE RIGHT (107 DEGREES, 21 MINUTES, 27 SECONDS TO THE CHORD OF SAID CURVE) AND RUN IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALONG THE NORTH RIGHT OF WAY LINE OF POLLY REED ROAD FOR A DISTANCE OF 180 FEET, MORE OR LESS (CHORD MEASURES 179.92 FEET) TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE AN ANGLE TO THE RIGHT (84 DEGREES, 39 MINUTES FROM LAST MENTIONED CHORD LINE) AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 395.68 FEET TO AN EXISTING 1 ½" CRIMP IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES, 58

MINUTES AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 410.02 FEET TO AN EXISTING P.K. NAIL IN THE ASPHALT OF 1ST STREET NORTHEAST; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES, 59 MINUTES, 02 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 156.95 FEET TO AN EXISTING P.K. NAIL IN THE ASPHALT OF 1ST STREET NORTHEAST; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 02 MINUTES AND RUN IN A EASTERLY DIRECTION FOR A DISTANCE OF 240.00 FEET TO AN EXISTING 1" CRIMP IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES, 02 MINUTES AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 174.95 FEET TO AN EXISTING ½" REBAR; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES, 47 MINUTES, 30 SECONDS AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 59.90 FEET TO AN EXISTING IRON REBAR SET BY WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES, 47 MINUTES 30 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 230.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PART USED FOR ROAD RIGHT OF WAY ON 1ST STREET NORTHEAST SITUATED IN JEFFERSON COUNTY, ALABAMA as recorded in Book LR201219, Page 5857, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner has installed the following. At building 5 (Exhibit "A"), a telephone box and a small portion of building 5 along the north side building 5. At building 6 (Exhibit "B"), stairs and support structures for said stairs and a small portion of building 6 along the south side (front) of building 6. At building 9 (Exhibit "C"), 2 telephone boxes, transformer and light pole. All encroaching, being over and/or adjacent to an existing County sanitary sewer main (as shown on Exhibits "A, B and C", attached collectively, the "Improvements"), all said Improvements for the purpose of serving the Amberwood Apartments. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

ALETHEIA HOUSE, INC.

Chris Retan, Executive Director

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

Oct-10-2013-761

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jay Countryman to serve on the McAdory Area Fire District Board of Trustees for a five year term ending December, 2018, be and hereby is approved.

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

Oct-10-2013-762

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of John H. Bland to serve on the Minor Heights Fire District Board of Trustees for a five year term ending September, 2018, be and hereby is approved.

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

Oct-10-2013-763

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is directed to study the placement of Automatic Electric Defibrillators (AEDs) in County Facilities in accordance with local ordinances and accepted national standards.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager will report his findings to the Jefferson County Commission, including cost and requirements of installation.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/10/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Document No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE AND LIGHTS PURCHASES	GEN SVCS: ADMIN	55.88	1900072896
*DISTRICT 1					55.88	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MAILBOX, FENCE WIRE - KETONA MAINTENANCE	R&T: HIWAY MAINT-KETONA	124.47	1900072903
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DIESEAL FUEL, BATTERIES - CAMP BESSEMER	R&T:HIWAY MAINT-BESS	159.10	1900072910
*DISTRICT 2					283.57	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	61.80	1900072908
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	18.63	1900072902
DISTRICT 4	1000548	CITY OF VESTAVIA HILLS	12SMA VESTAVIA MEDIUM	EMA	3,235.00	1900072968
DISTRICT 4	1000548	CITY OF VESTAVIA HILLS	12SMA VESTAVIA MEDIUM EXERCISE	EMA	1,903.00	1900072969
*DISTRICT 4					5,218.43	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS	ES: CAHABA RIVER WWTP	145.80	1900072904
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXHAUST EMISSION FLUID	ES: CAHABA RIVER WWTP	23.02	1900072907
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INF PUMP STATION A/C REPAIR PARTS	ES: CAHABA RIVER WWTP	84.35	1900072905
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE REIMBURSEMENT - ALLMANRANCE	PER BD: WORKFORCE ANALYSIS	25.00	1900072909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS FOR EXHAUST FAN	ES: CAHABA RIVER WWTP	18.30	1900072906
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PHONE CLIP	ES: TURKEY CREEK WWTP	25.00	1900072557
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS AND ADAPTERS	ES: VILLAGE CREEK WWTP	595.76	1900072887
DISTRICT 5	1000270	A ALLEN RAMSEY PC	REFUND FOR OVERPAYMENT I 2-312001(L#8)	FINANCE SEWER SER	963.86	1900072892
DISTRICT 5	1031553	MELTON & DUNCAN LLC	REFUND FOR OVERPAYMENT W0-84799 (D)	FINANCE SEWER SER	7.91	1900072893
DISTRICT 5	1031554	CENTRAL ALABAMA HEARING	REFUND FOR OVERPAYMENT W0-92928(D)	FINANCE SEWER SER	20.74	1900072894
DISTRICT 5	1031555	JENNIFER BROWN	REFUND FOR PM ADJ & FINAL BILL W 0-8464(D)	FINANCE SEWER SER	412.12	1900072895
DISTRICT 5	1031556	J DAWN MITCHELL	REFUND FOR PM ADJ & FINAL BILL W 0-7(D)	FINANCE SEWER SER	1,251.16	1900072891
*DISTRICT 5					3,573.02	
**					9,130.90	

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

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

For Week of 09/17/13 - 09/23/13

1. GENERAL SERVICES: ADMINISTRATION FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, CONTRACT RENEWAL FOR FIRE SPRINKLER SYSTEM INSPECTION ON AS NEEDED BASIS FOR THE PERIOD OF 10/25/13 - 10/24/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 208-11
2. GENERAL SERVICES: ADMINISTRATION FROM INDUSTRIAL FIRE & SAFETY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE EXTINGUISHER SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 11/08/13 - 11/07/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 217-11

For Week of 09/24/13 - 09/30/13

1. ENVIRONMENTAL SERVICES AND OTHER JEFFERSON COUNTY DEPARTMENTS FROM SAFETY SOLUTIONS, BESSEMER, AL, TO AWARD CONTRACT FOR SAFETY SHOES & BOOTS ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/11/13 -10/10/14. REFERENCE BID # 118-13R
2. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM AQUA-AEROBIC SYSTEMS INCORPORATED, FULTONDALE, AL, TO AWARD BID FOR ECOJECT AERATOR MODEL A50-SSS 50 HP ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 157-13
3. JEFFERSON COUNTY DEPARTMENTS FROM CINTAS DOCUMENT MANAGEMENT, PELHAM, AL, TO AWARD BID FOR ON-SITE SHREDDING SERVICES TO DESTROY DOCUMENTS ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/16. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 158-13
4. COOPER GREEN HEALTH SERVICES FROM HENRY SCHEIN, PALATINE, IL, CONTRACT RENEWAL FOR THE PURCHASE OF MEDICAL GLOVES ON "AS NEEDED" FOR THE PERIOD OF 10/01/13 - 9/30/14 - (LAST YEAR). SCHEDULED FOR REBID IN FY14. REFERENCE BID # 180-11
5. COOPER GREEN HEALTH SERVICES FROM MEDLINE INDUSTRIES, PALATINE, IL, CONTRACT RENEWAL FOR THE PURCHASE OF MEDICAL GLOVES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14 - (LAST YEAR). SCHEDULED FOR RE-BID IN FY14. REFERENCE BID # 180-11
6. COOPER GREEN HEALTH SERVICES FROM PRIME SOURCE SERVICES LLC, MONSEY, NY, CONTRACT RENEWAL FOR THE PURCHASE OF MEDICAL GLOVES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14 - (LAST YEAR). SCHEDULED FOR RE-BID IN FY14. REFERENCE BID # 180-11
7. GENERAL SERVICES: ADMINISTRATION FROM SIMPLEX GRINNELL, IRONDALE, AL, CONTRACT RENEWAL FOR FIRE ALARM SYSTEM INSPECTION, TESTING & MAINTENANCE ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/25/13 -10/24/14. SCHEDULED FOR RE-BID IN 2014. REFERENCE BID # 206-11
8. INFORMATION TECHNOLOGY FROM SPRINT, RESTON, VA, FOR PURCHASE OF CELLULAR & TWO-WAY COMMUNICATION SERVICES FOR FY14. SAP PURCHASE ORDER # 2000075217 \$304,680.00 TOTAL
REFERENCE BID # 28-12R CLARITY CONTRACT # CON-00004440
9. HUMAN RESOURCES DEPARTMENT FROM CHAPPELLE CONSULTING GROUP, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR FLEXIBLE BENEFITS PLAN ADMINISTRATION SERVICE. SAP PURCHASE ORDER # 2000061592 CHANGE ORDER \$ 2,100.00
REFERENCE BID # 107-11 PURCHASE ORDER \$17,100.00 TOTAL
CLARITY CONTRACT # CON-00001189
10. COOPER GREEN HEALTH SERVICES FROM LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PURCHASE MEDICAL GASES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000068109 CHANGE ORDER \$3,000.00
REFERENCE BID # 18-10 PURCHASE ORDER \$7,800.00 TOTAL
11. COOPER GREEN HEALTH SERVICES FROM LIFEGAS/ LINDE, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PURCHASE OF MEDICAL GASES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068376 CHANGE ORDER \$ 7,500.00
REFERENCE BID # 18-10 PURCHASE ORDER \$37,500.00 TOTAL
12. ROADS AND TRANSPORTATION FROM KELLY CONSTRUCTION COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO

ADD FUNDS TO EXISTING PURCHASE ORDER FOR MILLING ROAD SURFACES THROUGH 9/30/2013 TO BE ORDERED "AS NEEDED" BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000068690 CHANGE ORDER \$ 6,250.00
REFERENCE BID # 160-12 PURCHASE ORDER \$26,250.00 TOTAL

- 13 COOPER GREEN MERCY HEALTH SERVICES FROM BLOUNT LINEN SERVICES INCORPORATED, ONEONTA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR LAUNDRY SERVICES. SAP PURCHASE ORDER # 2000073401 CHANGE ORDER \$ 858.99
PURCHASE ORDER \$6,858.99 TOTAL

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

Oct-10-2013-765

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 09/24/13 - 09/30/13

1. COOPER GREEN MERCY HEALTH SERVICES (HOSPITAL ADMINISTRATION) FROM MEDICREDIT INCORPORATED, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MEDICAID ELIGIBILITY AND VERIFICATION SERVICES. CONTRACT EXPIRED ON 12/31/2012. SERVICES PERFORMED IN 2013. SAP PURCHASE ORDER # 2000071085 CHANGE ORDER \$ 24,660.15
REFERENCE BID # 63-10R PURCHASE ORDER \$235,501.83 TOTAL
CLARITY CONTRACT # CON-00003546

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

Oct-10-2013-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance reports for the week of 09/10/13 - 09/16/13 and 9/24, be and hereby is approved.

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

Oct-10-2013-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and A. Allen Ramsey, P.C. to provide for the collection of delinquent licenses, taxes, motor fuel bonds and alcoholic beverage tax bonds, fees and other monies or property, due to the County for the period January 1, 2012 - January 1, 2014 in the amount of a 28 % contingent fee on the gross amount recovered, excluding court costs and costs charged against the debtors.

PROFESSIONAL SERVICE AGREEMENT

WHEREAS, Jefferson County, Alabama, herein called the "County", desires to contract for the collection of delinquent licenses, taxes, motor fuel bonds and alcoholic beverage tax bonds, fees and other monies or property, due to the County; and,

WHEREAS, the Law Firm of A. Allen Ramsey, P.C., herein called the "Law Firm" or "the Firm", desires to furnish such legal services to the County.

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

1. That effective date of this contract is January 1, 2012 and ending January 1, 2014. This contract is subject to renewal for two (2) additional years, at the County's discretion. Either party may terminate this contract at any given time.

2. The Law Firm agrees to collect by legal remedies, including suit, delinquent accounts for Jefferson County Department of Revenue, including but not limited to licenses, taxes of every type, motor fuel bonds and alcoholic beverage tax bonds-and other claims which are due to the County Department of Revenue and which are referred to the Law Firm by the County Department of Revenue.
3. The Law Firm agrees that upon the receipt of claims, it will use its best efforts to successfully collect and/or prosecute each claim. The Law Firm agrees that necessary lawsuits will be filed on all claims where there is a reasonable probability of recovery for the County, in the Firm's professional opinion.
4. In the event this contract is terminated, the Law Firm shall be required to proceed in accordance with the terms of this Agreement to collect all said delinquent claims for which law suits, and on accounts in bankruptcy, which have been filed prior to receipt of said notice of termination. The Law Firm shall not thereafter file any law suit on any County account in the Firm's office or on any subsequently received account.
5. In consideration of the performance of said legal services, the County agrees to pay to the Law Firm, a 28 % contingent fee on the gross amount recovered, excluding court costs and costs charged against the debtors.
6. On all accounts turned over for collection to the Law Firm, the County will refer all attempted payments, on an account, at the County by a debtor or his or her agent, to the Law Firm. Any payments received directly by the County, on accounts which have been referred to the Firm, shall be paid over, forwarded or invoiced to the County by the Firm for the fees due. The Law Firm is authorized to withhold its fee from all monies collected pursuant to this contract, except for State Business (Privilege) Licenses, which shall be remitted in full to the County with the fees for collection to be invoiced separately to the County by the Firm.
7. The Firm shall report to the County when requested by the County Attorney, a department head, or the County Commission as to all amounts collected on any account and the amounts of all fees and contingent fees deducted from, or added to, the recovery on same. The Law Firm agrees that the County shall have the right, from time to time, to inspect or audit the Firm's records with respect to the receipts of any delinquent account, interest, penalties and attorney fees. The Firm agrees to make such records available upon demand of the County or its authorized agents or employees during normal business hours of the County.
8. The Law Firm shall not settle or compromise any account with respect to principal, interest or penalties without prior approval of the County.
9. The Law Firm shall advance all court cost, filing fees and special process server fees and render an invoice to the County, at least quarterly, but preferably on a monthly basis. The County shall reimburse aforesaid expenses within a reasonable time period upon receiving the law Firm's invoice.
10. It is agreed that the Law Firm shall be responsible for the costs and expenses for the supplies and postage and any other expenses whatsoever, incurred in the performance of this contract.
11. It is agreed, unless otherwise instructed by the County, that the Law Firm shall be responsible for all required trial work, if any be necessary, on each and every claim referred to the Law Firm. The Firm agrees to use reasonable care and skill in the preparation and presentation of all cases. The law firm agrees to promptly notify the County Attorney when a decision adverse to the County has been issued by the trial court, so that the County Attorney can determine whether an appeal of the decision is warranted. or in the best interest of the County.
12. To the extent permitted by law, the County agrees to provide the Law Firm with access to its voter registration lists, vehicle records list, a copy of any individual litigant's Driver's License record if available within the Driver License system database and any other information authorized by law which will aid the Firm in locating individuals to be sued or executing on judgments obtained pursuant to this agreement.
13. The Law Firm agrees to keep the County Attorney informed of the progress of the suits filed pursuant to this contract. The Firm further agrees, subject to the Alabama Rules of Professional Conduct, to abide by the direction or guidance of the County Attorneys, with respect to any and all legal issues which may arise in any case filed pursuant to this agreement.
14. The Law Firm shall have satisfied its obligations under this contract when it collects the total amount turned over to it on an account or an account is determined to be uncollectible or an account has been returned to the County. Any amounts still owing on any account. after disbursement, by the Firm to the County, of the final payment, of the amount turned over, to the County by the Firm, shall be adjusted off the account by the County as a litigation adjustment. In the event a case is litigated and a court or jury has determined and an order has been entered by the Court for the amount due on any claim which is less than the actual claim amount, the County shall adjust the difference off the account as a litigation adjustment.
15. Upon termination of this contract, the Law Firm will submit a report on the status of each account to be returned to the County. The Firm will continue to service and collect all accounts on which a law suit has been filed, or a claim has been filed in a Chapter 11 or 13 bankruptcy cases. The County, in its sole discretion, shall have the option to recall any or all of the remaining accounts, on which a lawsuit has been filed or a claim has been filed in bankruptcy, upon payment of fees to the Law Firm for work and effort already performed on the accounts.

16. The Law Firm shall be and does assume all responsibility for any federal, state, county or municipal taxes or licenses, of any nature, arising as a result of the Agreement.
17. No prepayments of any kind will be made prior to providing services.
18. The Law Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status.
19. This contract represents the entire agreement between the parties, hereto. Any modifications hereto must be in writing and signed by both parties.
20. This agreement is to be, construed, interpreted and governed in accordance of the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be duly executed by their duly authorized representative this the day of , 2013.

A. ALLEN RAMSEY, P. C.
 JEFFERSON COUNTY, ALABAMA
 W. D. Carrington, President
 Jefferson County Commission

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

STAFF DEVELOPMENT

Multiple Staff Development

Family Court (2 participants)	
Shaniqua Hunter & Karla Williams	\$50.00
10 th Annual Statewide Alabama Youth Conference	
Montgomery, AL – October 3, 2013	

Individual Staff Development

Family Court	
Tony Ryce	\$45.00
HOPE Workshop	
Anniston, AL – October 25, 2013	

Land Development	
Jeff Gunter	\$437.30
2013 AL Assn. of Floodplain Managers Fall Conference	
Auburn, AL – October 21-23, 2013	

Office of Senior Citizen Services	
Derry Johnson	\$495.00
2013 AARC Conference	(grant funds)
Point Clear, AL – October 20-23, 2013	

Roads and Transportation	
Phillip Krofchick	\$400.00
IMSA Traffic Signs & Marking Level 2	
Prattville, AL – September 17-20, 2013	

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Staff Development be approved. Voting “Aye” Knight, Stephens, Bowman and Brown.

BUDGET TRANSACTION

1. Storm Water Management Agency \$28,000

Add a purchasing memorandum to purchase a 2014 Ford Exploer 4x4

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Budget Transaction be approved. Voting

Oct-10-2013-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Citrix, Inc. to perform an assessment of unsupported XP operating system to virtualize supported operating system in the amount of \$116,160.

CON00005619

THIS AGREEMENT entered into this 27th day of September 2013, by and between Jefferson County Alabama hereinafter called "the County", and Citrix, Incorporated, hereinafter called the contractor", located at 851 West Cypress Creek Road Fort Lauderdale, FL 33309. The effective date of this agreement shall be September 30, 2013.

WHEREAS, the County desires to contract for professional services to perform an assessment of business desktop XP operating system to a virtualized standard supported operating system for the Jefferson County Commission, hereinafter called "the Commission";

WHEREAS, the Contractor desires to provide said service to the County.

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

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

2. SCOPE OF SERVICES:

Verify Business Priorities. Citrix will work with Jefferson County Commission (JCC) to verify the overall business priorities behind the desktop transformation initiative (reducing costs, increasing security, enabling virtual work styles, increasing its business agility, etc.) Segment Users and Establish Time to Value. Citrix will segment users into user groups that have common characteristics that drive common technical requirements. For each user group, Citrix will work with JCC to identify the most appropriate technical solutions for the target user segment and associated applications.

Create a Referenceable Conceptual Architecture. With user segments and associated application and technical criteria identified, Citrix will work with JCC to map practical application and desktop delivery modalities in the form of a set of reference architectures. This reference architecture will drive all future efforts of the implementation.

Determine Infrastructure Readiness. This effort will undoubtedly require that JCC's current IT infrastructure be augmented to a certain extent. Citrix will assess the environment and identify gaps in both hardware and network assets that will need to be addressed as part of this effort. Citrix will provide a detailed spec list of the recommended hardware and network assets that need to be procured in addition to rating and providing guidance towards addressing gaps in infrastructure and organizational capabilities.

This information will also allow JCC to develop a detailed business case for expansion.

Establish a project timeline. Based on the business value of the virtualization effort of each user group and the relative complexity of its implementation, Citrix will work with JCC to propose a project timeline for the implementation of desktop virtualization solutions for each user group.

At the conclusion of this phase, Citrix and JCC will meet to determine next steps and future phases which may include leveraging the results of this assessment to develop a detailed architecture design and operations and support design that aligns with the recommended conceptual architecture developed during the assessment phase.

This contract is for professional services and therefore does not require the Jefferson County Commission ITB process. This contract agreement and the Statement of Work constitute the entire agreement between the parties. The Statement of Work is listed in Exhibit A (on file in the Minute Clerk's Office).

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2014, with the option to renew for two (2) additional one (1) year terms.

4. COMPENSATION: \$116,160.00

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

requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from 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.

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

15. 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 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.

16. 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.

17. **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.

18. **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.

Jefferson County Commission

Citrix, Inc.

W.D. Carrington

_____, Authorized Signature

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

Oct-10-2013-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Teklinks, Inc. to provide annual maintenance for Data Center backup software and hardware for FY2013/2014 in the amount of \$47,286.55.

CON00005617

THIS AGREEMENT entered into this 16th day of September 2013, by and between Jefferson County Alabama hereinafter called "the County", and Teklinks, Incorporated, hereinafter called the contractor", located at 201 Summit Parkway, Birmingham, AL 35209. The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for EMC Data Domain Software and Hardware and EMC Networker 8.0.1 Backup Software Maintenance Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service to the County.

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission ITB 160-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response form Teklinks, Inc., constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2014, with the option to renew for two (2) additional one (1) year terms:
4. **COMPENSATION:** \$47,286.55
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **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.

8. 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.

9. 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.

10 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.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from 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.

12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

15. 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 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.

16. 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.

17. 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.

18. 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.

Jefferson County Commission

W.D. Carrington

Teklinks, Inc.

_____, Authorized Signature

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

Oct-10-2013-770

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and IBM Corporation to provide annual maintenance for Sun servers for FY2013/2014 in the amount of \$6,352.68.

CONTRACT NO.: 00002911

Contract Amendment No. 2

This Amendment to Contract entered into the 1st day of October 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and International Business Machines Corporation, hereinafter referred to as the "Contractor" to provide maintenance and support for Sun Servers.

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, was approved by the Commission on September 13, 2011, Minute Book 162, Page 205; Amendment 1 approved by Commission November 14, 2012, is hereby amended as follows:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: October 1, 2013 through September 30, 2014.

To incorporate IBM Schedule for Service Elite dated August 8, 2013 in the amount of \$6,352.68.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

International Business Machines Corp.

Scott Dean

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

Oct-10-2013-771

WHEREAS, the Jefferson County Sheriff's Office participates in a military surplus program and has recently been awarded a 2002 Ford Econoline by the United States Government; and

WHEREAS, the Jefferson County Sheriff's Office will utilize this vehicle daily as part of the Jefferson County Sheriff's Office fleet of vehicles in which no County funds are needed.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2002 Ford Econoline, VIN 1FBSS31L12HB64430 be added to the Jefferson County Sheriff's Office fleet.

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

Oct-10-2013-772

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and 3M Corporation to provide medical coding software, training and support services for the period September 30, 2013 - September 29, 2016 in the amount of \$32,945.24 annually.

AMENDMENT 3
TO THE
SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT to the Software License Agreement, dated September 30, 2005 (the "Agreement") between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and Jefferson County, Alabama for Cooper Green Hospital (hereinafter referred to as "Customer") with offices at 1515 6th Avenue South, Birmingham, AL 35233-1687 shall be effective as of September 4, 2013 ("Effective Date"). (Exhibits on file in the Minute Clerk's Office)

Customer and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. Cooper Green Hospital, a department of Jefferson County, Alabama, located at 1515 6th Avenue South, Birmingham, AL 35233, is now known as Cooper Green Mercy Health Services, located at the same location.
3. DELETE Exhibit B, the Software Schedule, and REPLACE with the attached Exhibit B.
4. DELETE Section 1.3 of the terms and conditions and REPLACE with the following
 - 1.3 "Documents" means written reference, operations and/or users manuals, training aides, installation guides and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and/or the implementation of the Services, and which are furnished to any Authorized Site or Authorized Users by 3M via download from <https://support.3mhis.com> or through the Control Panel feature of the Software (ASP).
5. DELETE Section 1.6 of the terms and conditions and REPLACE with the following:
 - 1.6 "Software" means 3M Software and Third Party Content. Provisions of this Agreement referring to Software denoted as "CSI" shall apply only to Software that is implemented by delivery of the Software to the Customer, on physical media or by online download, for installation on the Equipment. References in this Agreement to Software denoted as "ASP" shall apply only to Software that is implemented by enabling the Customer to access and use the functionality of the Software, or the results produced by the use of the Software, remotely via the Internet, Virtual, Private Network or other online means without installation of the Software on the Equipment. Provisions of this Agreement referring to Software without denotation to "CSI" or "ASP" shall apply to both types of Software.
6. ADD Section 1.11 to the terms and conditions.
 - 1.11 "Customer Data" means any data, information, or materials provided by Customer to 3M for facilitating the purposes of this Agreement including, but not limited to; images, patient records and all translations, and versions of that data.
7. ADD Section 2.2.1 to the terms and conditions:
 - 2.2.1 Software (ASP)-Implementation. means the initial configuration of the database application and establishment of the database and reporting format, if any, establishment of the number of users and user identities, and completion of software download and system build, if any, and delivery of password. Customer shall maintain proper Equipment, instruments and computer systems reasonably necessary to allow Customer to access the 3M Software (ASP).
8. ADD Section 2.9 to the terms and conditions:
 - 2.9 Password Security. Customer is responsible for the security of all passwords provided to Customer and its Authorized Users by 3M for access to and use of the Software under this Agreement. In the event that access to, or use of, a Customer's password is permitted by Customer, or gained by an unauthorized party while such password is in the possession of Customer, and subsequently access to, or use of the Software is made by such unauthorized party, Customer shall be solely responsible for any access to, or use of, the Software, or activity or transaction using the Software by such unauthorized party. Customer understands and agrees that the access to, or use of, the Software by any person using a password provided to Customer or its Authorized Users constitutes an authorization by Customer to use such password

and access or use the Software, without limitation. Customer shall be solely liable for all access to, or use of, the Software using the Customer's passwords, until 3M has received notification from Customer in writing that the security of such password, and subsequent access or use, is not authorized. Customer agrees to immediately notify 3M of any possession, or use, of its passwords by an unauthorized party of which it becomes aware. Upon such notification, 3M shall terminate such password and issue a new password to Customer.

9. ADD Section 2.10 to the terms and conditions.

2.10 Interface Development. Except Software (ASP) which all required interfaces shall be provided exclusively by 3M, Customer's use of the 3M Software and Documents licensed under this Agreement to create, install and support interfaces is limited to those interfaces created by Customer that are necessary to enable the communication of data, objects or methods (including, but not limited to, codes, edits, indicators, modifiers, flags or other output - collectively referred to herein as "3M Software Output") between and among the 3M Software licensed hereunder and those applications or systems developed and deployed internally by the Customer ("Customer Applications"). For purposes of clarity and the avoidance of any dispute, Customer Applications do not include any application and/or system that is sold, licensed or otherwise made available to Customer by a third party ("Third Party Vendor Application"). Customer shall not: (i) use the 3M Software or Documents to create any interface (or functionally-equivalent application) that enables the communication of 3M Software Output to any Third Party Vendor Application, or (ii) make the 3M Software or Documents available or accessible to any Third Party Vendor, or agent thereof, for purposes of enabling such Third Party Vendor to create such an interface. All interfaces that are necessary to enable the communication of 3M Software Output between and among the 3M Software and any Third Party Vendor Application shall be developed and implemented by 3M and/or the Third Party Vendor, provided that such Third Party Vendor has a current Interface License Agreement in effect with 3M.

10. ADD Section 2.11 to the terms and conditions.

2.11 Use of Customer Data. Customer acknowledges that certain Software and Services acquired under this Agreement may require Customer to submit Customer Data to 3M. Therefore, by Customer's submission of Customer Data to 3M, Customer hereby grants to 3M, subject to all of the terms and conditions of this Agreement and applicable law, a world-wide, non-exclusive, non-transferable (except as provided herein), perpetual license to access, use, copy, store, manipulate, convert and transform the Customer Data to the extent necessary for 3M to provide, develop and support the Software and Services and to perform its obligations and exercise its rights under this Agreement. Customer covenants, represents and warrants that Customer has any and all necessary rights and perms b the extent required for 3M's access to and use of any Customer Data. The terms of this section shall survive the termination, expiration. non-renewal, or rescission of this Agreement.

11. ADD Section 2.12 to the terms and conditions:

2.12 Medical Care Responsibility. Customer agrees that 3M has no responsibility whatsoever for the conduct of Customer's business or patient care. Customer agrees that any reliance upon the Software or Services provided to Customer by 3M under this Agreement shall not diminish Customer's responsibility for patient care. Customer acknowledges that the Software and Services may produce documents and errors, and transcriptionists produce documents with errors. Documents that are produced using the Software or Services are not intended to be used to provide medical treatment unless there is a review for accuracy by Customer's staff.

12. DELETE Section 3.1.3 of the terms and conditions and REPLACE with the following:

3.1.3 Client Support. Upon Customer's registration to 3M's secure customer care website, 3M will provide the following Nosology and user assistance options; a) telephone support, and/or b) 24/7 access to 3M's secure self-help website <https://support.3mhis.com>.

13. ADD the following to the end of the last sentence of Section 3.2 (Customer Obligations) to the terms and conditions.

"and (ix) provide 3M with a list of all Customer Applications as defined in Section 2.10, and advise 3M of any changes to such list."

14. ADD Section 9.1.1 to the terms and conditions.

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from 3M for an extended Three (3) year term beginning September 30, 2013 and ending September 29, 2016 ("Extended Term"). After the Extended Term, this Agreement and the License granted under Section 2 5 shall automatically terminate unless Customer, upon sixty (60) days prior written notice requests renewal Such renewal if any, would be priced at Ms then-current list price, less any applicable discount. 3M. at its option may elect not to renew the Agreement.

15. DELETE Exhibit C in its entirety and REPLACE with the attached Exhibit C.

Customer has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Customer have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

COOPER GREEN MERCY HEALTH SERVICES
W. C. Carrington, President
Jefferson County Commission

3M COMPANY
Paulette Brimley
Pricing and Contracting Director

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

Oct-10-2013-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement with between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and CareFusion 2011, Inc. to provide parts for twenty-two (22) Encore Pulmonary Lab for FY2013/2014 the amount of \$2,500.

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

Oct-10-2013-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Carol Leitner, M.D. to provide surgery services for FY2013/2014 in the amount of \$212,160.

PHYSICIAN SERVICES AGREEMENT

This Surgery Services Agreement ("Agreement") is entered into effective October 1, 2013 by and between Jefferson County, Alabama (the "County"), and Dr. Carol Leitner, M.D. (the "Surgeon")

RECITALS

WHEREAS, the County provides Surgery services to patients of the County's outpatient clinics and wishes to engage Surgeon as a consultant and independent contractor to support the provision of the County's Surgery Services;

WHEREAS, Surgeon is licensed to practice medicine in the State of Alabama and is qualified to provide Surgery Services to County in accordance with the terms of this Agreement; and

WHEREAS, the County and Surgeon wish to enter into this Agreement for the provision of services contemplated hereunder;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

1. DUTIES AND OBLIGATIONS OF SURGEON

1.1. Services. Surgeon shall perform the duties and responsibilities as set forth in Exhibit A. Surgeon shall perform all such duties and responsibilities ("Surgery Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

1.2. License and DEA Registration. Surgeon must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Surgeon shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Surgeon represents and warrants to County that (i) he or she has never been debarred, suspended or excluded from a federal health care program (as defined at 42 U.S.C. § 1320a-7b(f)); (ii) he or she has never had civil monetary penalties levied against him or her by a federal health care program; (iii) he or she holds a valid, unrestricted license to practice medicine in the State of Alabama; and (iv) he or she is not currently the subject of any formal or informal investigation or disciplinary proceeding by any department or agency having jurisdiction over the professional activities of Surgeon in any state where Surgeon is licensed. Surgeon agrees to notify the County within five (5) days of the occurrence of any of the events described above.

Surgeon agrees to maintain professional liability insurance during the entire term of this agreement.

1.4. Hours. The parties estimate that, on average, Surgeon duties hereunder will require a maximum of 24 hours per week to perform.

1.5. Compliance with Laws. This Agreement shall be carried out in compliance with all applicable laws, rules, and regulations, including, without limitation, those with respect to the following: (i) Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R. Part 80); and (ii) the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

2. DUTIES AND OBLIGATIONS OF COUNTY

2.1. Scheduling. County shall coordinate and schedule interdepartmental or committee meetings or conferences and notify Surgeon promptly

of any anticipated need for his involvement therein.

2.2. Responsibility for Services Performed. County shall retain administrative responsibility for all services provided hereunder.

3. COMPENSATION

3.1. Compensation. County shall pay to Surgeon for the services rendered pursuant to this Agreement the amount of \$170 per hour. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Surgeon shall provide invoices by the 5th of each month as set forth in Exhibit B (1 & 2) for services provided along with a monthly schedule to be developed with the Cooper Green Mercy Ambulatory Care Administrator as set forth in Exhibit C. The County shall make payment no later than the 20th of each month.

3.1.2 Assignment. Surgeon assigns to Jefferson County the sole and exclusive right to bill, collect, and receive the fees for all facility and professional fees incurred through the professional medical and clinical services rendered by Surgeon pursuant to this agreement. Such billing and all accounts receivable shall be in the name of Jefferson County, and in the event this agreement terminates for any reason, Jefferson County shall maintain sole ownership of such billings and accounts receivable. The Surgeon agrees to be available for consultation at mutually agreeable times to discuss any billing issues.

3.2. Independent Medical Services. IF SURGEON PERFORMS PROFESSIONAL SERVICES FOR PATIENTS OF THE COUNTY'S OUTPATIENT CLINICS, SUCH SERVICES SHALL BE SEPARATE AND DISTINCT FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT IN HIS CAPACITY AS SURGEON. ALL PROFESSIONAL FEES DUE TO SURGEON FOR SUCH SERVICES WHICH ARE PERFORMED ON AN INDEPENDENT BASIS AND NOT IN HIS OR HER ROLE AS SURGEON SHALL BE PAID BY THE PATIENT, THE PATIENT'S FAMILY, OR OTHER THIRD PARTY PAYOR. IN NO CASE SHALL ANY FEE PAID TO SURGEON PURSUANT TO THIS AGREEMENT BE OR BE DEEMED TO BE PAYMENT FOR SERVICES RENDERED BY SURGEON TO HIS OR HER PATIENTS IN HIS CAPACITY AS AN INDEPENDENT PHYSICIAN.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term"). This Agreement may be renewed for additional one year terms at the option of the County.

4.2. Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Surgeon with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Surgeon cures the breach to the County's satisfaction within ten (10) days of Surgeon's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

- a. The Surgeon fails to comply with the policies and procedures of County; or
- b. The Surgeon fails to diligently perform all obligations under this Agreement, including but not limited to the specific duties set forth in Exhibit A of the Agreement; or
- c. The Surgeon breaches any provision, warranty, or representation set forth in the Agreement; or
- d. The Surgeon engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or
- e. The Surgeon attempts to assign this Agreement without the written consent of the County.

4.4. Immediate Termination. The County may terminate this Agreement immediately upon notice to Surgeon of the occurrence of any one of the following events:

- a. Surgeon dies or becomes disabled for a ten (10) day period or more; or
- b. The County ceases operations or if the County's outpatient clinics are the subject of a change of ownership with a third party that is unaffiliated with the County; or
- c. The Surgeon's license to practice medicine in any state is suspended, revoked or terminated, or any state's Board of Medical Examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such license or for the purpose of considering any of the foregoing; or
- d. The Surgeon's authority to prescribe any controlled substance or drug is suspended, revoked, or terminated, or any authorized governmental agency initiates any proceeding or investigation for the purposes of suspending, terminating or revoking an such authority or for the purpose of considering any of the foregoing; or
- e. The Surgeon is convicted of a felony. For purposes of this section, "convicted" shall have the same definition as that contained in 42 U.S.C. § 1320a-7(i); or
- f. The County determines in its sole discretion that continuation of this Agreement would jeopardize the health or safety of any County patient.

4.5. Termination by Surgeon. The Surgeon may terminate this Agreement for cause upon breach of this Agreement, which shall include the

County's failure to comply with the compensation provisions set forth in Section 3 of this Agreement, by providing written notice to the County. This Agreement shall terminate as set forth in such notice unless the County cures the breach within ten (10) days of its receipt of the written notice. Surgeon may also terminate this Agreement upon thirty (30) days written notice in the event that the Surgeon becomes unable, for any reason, to continue to perform the services required by this Agreement.

4.6. Impact of Termination. In the event that either the County or the Surgeon terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this Section 4.6 shall survive termination of this Agreement.

5. MISCELLANEOUS

5.1 Independent Contractor. The parties intend that Surgeon shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Surgeon. All such payments, withholdings, and benefits are the responsibility of Surgeon, and Surgeon shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

5.2. Surgeon Financial Relationships. Surgeon represents and warrants that neither Surgeon nor an immediate family member of Surgeon has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health Services" which may be reimbursed in whole or in part under the Medicare or Medicaid programs. For purposes of this paragraph, "Designated Health Services" means: Urgent Care and Ambulatory Care services, clinical, surgery services, physical therapy services, occupational therapy services, radiology services (including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services); radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services; outpatient prescription drugs; and inpatient and outpatient hospital services. "Financial Relationship" means an ownership or investment interest in the entity or a compensation arrangement with the entity, as defined in 42 U.S.C. §§1395nn(a)(2)&(h). Surgeon further represents and warrants that neither Surgeon nor an immediate family member of Surgeon will enter into any additional Financial Relationship described in this paragraph during the term of this Agreement without the prior written approval of the County.

5.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5.4. No Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision hereof.

5.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Surgeon's consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of County's Utilization Review for Cooper Green Mercy Operations which includes Urgent Care and Ambulatory Care services to such related entity. Surgeon may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

5.6. Confidentiality. All documentation and records relating to County's patients shall be and remain the sole property of County, subject to the resident's rights in such records. Neither Surgeon nor any of his or her staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by County or the patient in writing, any resident or medical record information regarding County's patients, and Surgeon shall comply with all federal and state laws and regulations and all County policies regarding the confidentiality of such information. County shall provide copies of its confidentiality policies to Surgeon upon request.

5.7. Notices. Any and all notices required or permitted to be given under this Agreement will be deemed given if furnished in writing and personally delivered or if sent by certified or registered mail, postage prepaid addressed to the party to whom notice is being given as follows (or to such other address or addresses as may from time to time hereafter be designated by the parties in writing by like notice):

If to Surgeon: Carol Leitner, MD

3337 East Briarclift Road

Birmingham, Alabama 35223

If to County: County Manager

Suite 251

Jefferson County Courthouse

716 Richard Arrington Blvd. N.

Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney
Suite 280
Jefferson County Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, or similar document.

5.8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Surgeon to refer any patients to, or order any goods or services from the County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

5.10. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement.

5.11. Governing Law. The parties agree that this Agreement 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.

5.12. Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel, and by an authorized representative of the P.C..

5.13. Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

5.14. Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

5.15. Access to Books and Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the County, its representatives by virtue of this Agreement.

5.16. Change of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of a party's operations under this Agreement, then, upon the request of a party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

5.17. Confidentiality and Disclosure of Patient Information. The Surgeon acknowledges that in the course of providing the services called for by this Agreement he may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 ("PHI"). As set forth in 45 C.F.R. 164.504(e), the Surgeon may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the County Utilization Review for Cooper Green Mercy Operations which

includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Surgeon discloses this PHI to another person or entity, the Surgeon must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Surgeon will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Surgery becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Surgeon of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Surgeon on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Surgeon provides PHI received from, or created or received by the Surgeon on behalf of the County agree to the same restrictions and conditions that apply to the County with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Surgeon on behalf of the County that the Surgeon maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Surgeon will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Surgeon. The obligations of this Section 5.17 shall survive the termination of this Agreement.

5.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Surgeon agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, color, sex, national origin, religion, age, disability or veteran status.

5.19. County Funds Paid. The County and Surgeon certify by the execution of this Agreement that no part of the funds paid by the County and or the State of Alabama 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 Surgeon nor any of either's officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Surgeon shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

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

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

in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS HEREOF, Surgery and County have executed this Agreement as of the day and year first above written.

Carol Leitner, MD

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President - Jefferson County Commission

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

Oct-10-2013-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execution an agreement between Jefferson County, Alabama and Montgomery Environmental, Inc. to provide roof appendage modifications at the 2121 Building to include removal of existing concrete block screen wall and structural steel supports, installation of a new aluminum scree wall with structural support and repair of spalled concrete, cracks and holes in the existing parapet concrete wall and/or repair required by installation of new construction in the amount of \$134,800.

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

Oct-10-2013-776

WHEREAS, in 2008 the United States Congress authorized Qualified Energy Conversation Bonds (QECBs) to finance a wide range of energy conversation facilities; and

WHEREAS, the State of Alabama received \$48,364,000 in QECBs to be used to finance certain specified "qualified conservation purposes" as defined in 26 USC 54D(f), IRS Notice 2009-29 and 26 U.S.C. 54D(f); governments can finance such purposes through QECBs only if permitted under Alabama law; and

WHEREAS, based on population estimates of July 1, 2007 Jefferson County was allocated \$4,484,959 in QECBs; and

WHEREAS, the County may use the allocated QECBs in any reasonable manner under "qualified conservation purposes," and the County Commission shall determine in good faith at its discretion to waive/reallocate funds; and

WHEREAS, the County desires to reallocate to local government(s) who qualify.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is directed to meet with local mayors and inform them of this opportunity.

BE IT FURTHER RESOLVED, that local mayors must apply for these bonds within 30 days of the presentation to the mayors, or the opportunity to participate will be lost.

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

Oct-10-2013-777

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days (October).

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

Oct-10-2013-778

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days (November).

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

Oct-10-2013-779

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with ESI Acquisitions, Inc. to provide WebEOC software maintenance and support for the period June 1, 2013 - May 31, 2014 in the amount of \$16,700.

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

Oct-10-2013-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney _____ to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

Alford Jerome Dees, II Shardae Juanice Givan Gregory Dain Stewart Melissa Jill Ganus

AGREEMENT

RECITAL:

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

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

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

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

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

1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.

- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

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

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
Brandon Falls, District Attorney
Birmingham Division
Arthur Green, Jr., District Attorney
Bessemer Division
_____ Deputy District Attorney
Birmingham/Bessemer Division

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

Oct-10-2013-781

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is authorized to prepare poll worker, canvassing board and poll site rental checks for the December 3, 2013, Special Election and, if necessary, the subsequent run-off election scheduled for January 28, 2014 and the General Election scheduled for March 25, 2014.

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

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

Oct-10-2013-782

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and the North Smithfield Manor Greenleaf Heights Civic League. The license fee of \$1.00 is for use of County-owned property that will be used as a dual purpose storm shelter by the Citizens of North Smithfield Manor Greenleaf Heights. The agreement is for ten years from the date of execution.

R E V O C A B L E L I C E N S E

WHEREAS, Jefferson County shall own the dual purpose storm shelter located at 4533 Hutson Road Birmingham, AL 35207 in the North Smithfield Manor Greenleaf Heights Community, and

WHEREAS, Jefferson County desires that said property more particularly described in exhibit "A" attached hereto (on file in the Department of Community & Economic Development), be made available and further developed as a dual purpose storm shelter with Federal Community Development Block Grant Disaster Relief Funds and FEMA Hazard Mitigation Grant Program for the citizens of the North Smithfield Manor Greenleaf Height Community only; and

WHEREAS, the North Smithfield Manor Green Leaf Civic League has requested from Jefferson County to operate the storm shelter mentioned above, and

WHEREAS, the North Smithfield Manor Green Leaf Civic League has exhibited their commitment to operate the storm shelter in

accordance with County requirements and in the interest of the citizens of the North Smithfield Manor Greenleaf Heights Community.

WITNESSETH:

In consideration of the foregoing and the following, Jefferson County does hereby grant a revocable license unto the North Smithfield Manor Green Leaf Civic League (Licensee) property owned by Jefferson County located at 4533 Hutson Road in the North Smithfield Manor Greenleaf Heights Community for the use by citizens of North Smithfield Manor Greenleaf Heights without discrimination based on race, color, national origin, sex, handicap, religion or in any other manner.

LICENSEE SHALL:

1. Not dig within the complex due to buried utilities and drainage lines without the written permission of Jefferson County. Further, any damage caused by digging, with or without permission, will be the responsibility of the Licensee.
2. Be responsible for scheduling events that take place at the storm shelter.
3. Be responsible for prohibiting alcoholic beverages on the premises.
4. Be responsible for solving and controlling any and all problems or disturbances resulting from any confrontation between all parties present at said properties.
5. Be responsible for turning off all lights and vacating the property by 10:30 p.m. each night.
6. Be responsible for upkeep, maintenance, and cleanliness of the storm shelter. Any modifications to the storm shelter shall be approved by Jefferson County.
7. Pay all required taxes.
8. Any funds received by the licensee outside nominal fees for the maintenance of the storm shelter will be returned to Jefferson County as Program Income.
9. Purchase and maintain throughout the term of this license and all extensions hereof comprehensive General Public Liability insurance, naming the Licensee and Jefferson County, Alabama, Jefferson County Commission and Commissioners and County employees as named insureds, with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:
 - i. \$300,000.00 for personal injury liability and/or death from any one occurrence.
 - ii. \$100,000.00 for personal injury and/or death for any single injury or death.
 - iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director, General Services of Jefferson County, before cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.
 - iv. Workers compensation insurance if required by law, for all Licensees' employees.
10. Agree to hold harmless, indemnify and defend Jefferson County, its elected officials and employees from and against any and all claims, suits, judgments and liability whatsoever for damages of any nature, including personal injury or death of any person or loss or damage to personal property or real property or property rights of any person, firm or corporation in any manner arising out of this license and the use of said property and said storm shelter by Licensee.
11. Pay to the County the sum of \$1.00 per year for the term of this agreement.
12. Be responsible for all utilities, including garbage pick-up that serves the storm shelter. All utilities that are metered separately will be transferred into the Licensee's name. Utilities that are not metered by a utility company shall be charged back at the actual cost to the County to Licensee. Private meters will be read by Jefferson County and a bill submitted to the Licensee for payment.
13. Be responsible for all landscaping activities, however, no trees, shrubs or plants shall be installed or removed without written permission from Jefferson County.
14. Be responsible for providing any and all security needed at the storm shelter.
15. Be responsible for providing proper signage indicating that the North Smithfield Manor Green Leaf Civic League is managing the complex. Signage shall contain proper contact information for reserving the complex for certain activities.

TERM OF AGREEMENT:

The term of this License shall begin upon execution and end ten (10) years from the date of execution, with five year renewals thereafter. At the conclusion of the first term, if Licensee's performance has been satisfactory to the County, the County will favorably consider Licensee for another contract term, provided, the County shall not be obligated to award said contract to Licensee.

This License may be terminated without cause utilizing a thirty (30) day written notice by either party. Notice shall be addressed to Mr. Norman Dixon at: North Smithfield Manor Greenleaf Heights Community Civic League P.O. Box 142 Fultondale, Alabama 35068 and received by the parties presented below.

Property Description

The property subject to this license agreement is generally located in the North Smithfield Manor Greenleaf Community and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

REAL ESTATE

The County hereby grants a revocable license to the North Smithfield Manor Greenleaf Community for the public uses allowed under the uses permitted by FEMA and HUD applicable only to the real property described in Exhibit "A".

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed this day of , 2013.

NORTH SMITHFIELD GREENLEAF CIVIC LEAGUE

Norman Dixon

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Oct-10-2013-783

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS
AND AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE WITH A
VEHICLE 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, one of these vehicles has exceeded its operability as an undercover vehicle.

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

A9960028 -1999 Lincoln Navigator

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

Oct-10-2013-784

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Bankhead Highway approximately 900 feet southeast of Warrior Jasper Road for Alabama Power Company to remove and replace a transmission line support pole, beginning construction on Friday October 11, 2013 and is expected to be completed and the road reopened before dusk of the same day.

Temporary traffic control devices for the road closure and detour route will be installed and maintained by Alabama Power Company according the Manual on Uniform Traffic Control Devices during the course of the work.

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

Oct-10-2013-785

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Loma Rd and Patton Chapel Rd within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department

of Transportation and designated as Project Number: ACAA58372-ATRP(001) Planing, Resurfacing, Traffic Stripe, ADA Ramps and Bridge Modifications on Loma Rd from the Cahaba River to SR-3(US-31) and Resurfacing, Traffic Stripe and Sidewalks on Patton Chapel Rd from Loma Rd to SR-3 (US-31).

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway, and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

- | | |
|--|------------------|
| Please refer to:Project Notes | (Sheet 2C) |
| Please refer to:Traffic Signal Plan Notes | (Sheet 2D) |
| Please refer to:General Traffic Control Plan Notes | (Sheet 2E) |
| Please refer to:Sequence of Construction | (Sheet 16) |
| Please refer to:Traffic Control Plan | (Sheets 17 - 26) |

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, size and character of such installations. The traffic control devices and signs installed during construction and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access

fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 10 day of October, 2013.

ATTEST
County Clerk

W. D. Carrington
Commission President

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

Oct-10-2013-786

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Shady Grove Road (CR-1523), within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA58370-ATRP(001) Planing, Resurfacing, and Restriping along Shady Grove Road (CR-1523) from Fieldstown Road (CR-118) to Carrington Drive.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid fox improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

- NIA
- Please refer to:Project Notes (Sheet 2B - 2C)
- Please refer to:Traffic Control Notes (Sheets 2D - 2F)
- Please refer to:Traffic Control Plan (Sheets 4 - 8)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Feral Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County

further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 10 day of October, 2013.

ATTEST
County Clerk

W. D. Carrington
Commission President

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

Oct-10-2013-787

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on 1-459 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: IM-1459(308)1-459 Pavement Rehabilitation from CR-143 (Grants Mill Rd) to SR-'7 (US-11) Planing, Resurfacing, Guardrail and Traffic Counting Units.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to:Project Note Sheet (Sheet 2K)

Please refer to:Traffic Control Plan Notes (Sheet 2M-2N)

Please refer to:Traffic Control Plan and Sequence of Construction (Sheets 60 - 76)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 10 day of October, 2013.

ATTEST

County Clerk

W. D. Carrington

Commission President

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

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

Oct-10-2013-788

WHEREAS, the Jefferson County Emergency Management Agency Community Awareness Day will be held in Linn Park on Thursday, October 17, 2013; and

WHEREAS, the event focuses on what residents of Jefferson County can do to be prepared for disasters; and

WHEREAS, the Jefferson County EMA requests the loan of one hundred (100) tables and two hundred eight (280) chairs from the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that General Services is authorized to loan, free of charge 100 tables and 280 chairs as requested by the Jefferson County EMA for Community Awareness Day.

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

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

Oct-10-2013-789

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Compliance Agreement between Jefferson County, Alabama and Alabama Department of Senior Services.

ASSURANCES (Fiscal Year 2014)

Listing of Area Plan Assurances and Required Activities

Older Americans Act of 1965, As Amended

Sec. 306 (a), AREA PLANS

(1) Each area agency on aging shall provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services

(A) services associated with access to services (transportation, health services (including mental health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services);

(B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded.

(2)(A)(i)(I) provide assurances that the area agency on aging will-

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(2)(A)(i)(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of subclause (I);

(2)(A)(ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and

(2)(A)(iii) With respect to the fiscal year preceding the fiscal year for which such plan is prepared, each area agency on aging shall-

(I) identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and

(11) provide information on the extent to which the area agency on aging met the objectives described in clause (a)(4)(A)(i).

(2)(B)(i) Each area agency on aging shall provide assurances that the area agency on aging will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on-

(I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement; and

(2)(C) Each area agency on aging shall provide assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

(3) Each area agency on aging shall provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.

(4)(F) Each area agency will: in coordination with the State agency and with the State agency responsible for mental health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental health services (including mental health screenings) provided with funds expended by the area agency on aging with mental health services provided by community health centers and by other public agencies and nonprofit private organizations;

(5) Each area agency on aging shall provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title.

(6) Each area agency on aging shall provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans"), including-

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and

(C) an assurance that the area agency on aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

(7)(A) Each area agency on aging shall provide assurances that the area agency on aging will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships, eliminating and assuring no conflicts of interest are present.

(7)(B) Each area agency on aging shall provide assurances that the area agency on aging will disclose to the Assistant Secretary and the State agency--

(i) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship.

(7)(C) Each area agency on aging shall provide assurances that the area agency will demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-governmental contracts or such commercial relationships.

(7)(D) Each area agency on aging shall provide assurances that the area agency will demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships.

(7)(E) Each area agency on aging shall provide assurances that the area agency will, on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals.

(8) Each area agency on aging shall provide assurances that funds received under this title will not be used to pay any part of a cost (including administrative cost) incurred by the area agency on aging to carry out a contract or commercial relationship that is not carried out to implement this title. Grant funds may not be used to supplant State or local funds that would, in the absence of Federal aid, be available or forthcoming from other fund sources. Instead, grant funds must be used to increase the total amount of such other funds used for Aging and Disability Services. A grant recipient may not use Federal grant funds to defray any costs that the recipient already is obligated to pay.

(9) provide assurances that funds received under this title will be used-

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212; ADSS, Federal and State auditors will have the availability to review all financial records of the operating agency and its contractors. Source: Administration on Aging, Program Instruction AoA-PI-12-03

OTHER REQUIREMENTS

1. Each area agency on aging will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities,

protective services, defense of guardianship, abuse, neglect, and age discrimination. [Source: OAA, Sec. 307(a)(11)(E)]

2. Each area agency on aging providing for services for the prevention of abuse of older individuals will conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for-

(A) public education to identify and prevent abuse of older individuals;

(B) receipt of reports of abuse of older individuals;

(C) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance where appropriate and consented to by the parties to be referred; and

(D) referral of complaints to law enforcement or public protective service agencies where appropriate.

[Source: OAA, Sec. 307(a)(12)]

3. Each area agency on aging will conduct efforts to facilitate the coordination of community-based, long-term care services and options and benefits counseling, pursuant to section 306(a)(7), for older individuals who-

(A) reside at home and are at risk of institutionalization because of limitations on their ability to function independently;

(B) are patients in hospitals and are at risk of prolonged institutionalization; or

(C) are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them. [Source: OAA, Sec. 307(a)(18)]

4. Each area agency on aging will provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care. [Source: OAA, Sec. 307(a)(27)]

5. Each Area Plan will include information detailing how the area agency on aging will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments and other institutions that have responsibility for disaster relief service delivery.

[Source: OAA, Sec. 306(a)(17)]

6. Each area agency on aging is responsible for maintaining compliance with all current ADSS Information Technology policies and procedures applicable to the area agency on aging. The ADSS Information Technology policies and procedures are available on the ADSS intranet. Additionally, each area agency on aging must assure each employee reviews the ADSS Information Technology policies and procedures annually and provides an executed agreement of compliance annually to their IT Manager or appropriate officer for retention.

7. Each area agency on aging is responsible for monitoring and maintaining compliance with the current Alabama Elderly Nutrition Program Manual.

8. Each area agency on aging is responsible for monitoring and maintaining compliance with the current SenioRx Guidelines.

9. Each area agency on aging is responsible for monitoring and maintaining compliance with the current Alabama Cares Guidelines.

10. Each area agency on aging is responsible for monitoring and maintaining compliance with the current Senior Community Service Employment Program's Guidelines.

11. Each area agency on aging is responsible for monitoring and maintaining compliance with the current Medicaid Waiver Contract and Scope of Service.

12. Each area agency on aging is responsible for monitoring and maintaining compliance with the current State Health Insurance Assistance Program (SHIP) Guidelines.

13. Each area agency on aging is responsible for monitoring and maintaining compliance with any other contractual agreements as well as program and fiscal guidance.

14. Each area agency on aging agrees to operate under the business model of Aging and Disability Resource Centers as a "No Wrong Door" to services and supports, following guidance and work agreements from ADSS and the Alabama Medicaid Agency.

15. Each area agency on aging is responsible for maintaining compliance with all current ADSS HIPAA training program policies and procedures available on the ADSS intranet. Additionally, each area agency on aging must assure each employee reviews their AAA HIPAA training program annually and provides the executed receipt of HIPAA training form annually to their AAA HIPAA Officer for retention in their HIPAA file.

16. Each area agency on aging is responsible for maintaining compliance with the following requirements concerning conflict of interest, administrative and fiscal procedures:

(A) Operating Agency: The council on government or area agency on aging in a contractual relationship with the State Unit on Aging through its Area Plan to provide Older Americans Act services to seniors in its designated region.

(B) Conflict of Interest:

(i) The Operating Agency (OA) will not contract with any individual, or member of the immediate family of an individual, subject to a conflict

of interest; and ensure that no officer or employee or representative of any entity with which the OA contracts, or member of the immediate family of the officer, employee, or representative, is subject to a conflict of interest.

(ii) If a conflict is found, it will be grounds for immediate termination of the contract between the OA and the individual or entity and language to that effect must be included in the contract between the OA and the vendor.

(iii) Further, each OA must institute and follow its own conflict of interest policies for its staff, board of directors, and contractors.

(iv) Each OA must develop a conflict of interest form for staff and Board of Directors. This form will be signed and updated by all parties annually. The Alabama Ethics Law will be followed by all parties. Alabama Code §36-25-1 et seq.

17. Administrative and Fiscal Procedures

(A) The Operating Agency will have available for inspection the following documents that should be updated at a minimum every three years although they may be updated more frequently as needed: (i) Accounting and Administrative Procedures to include but not limited to: (I) Contract Development and Monitoring Procedures (II) By-laws (III) Grievance procedure for clients (M Organizational charts (B) If operating under a Board of Directors, the Operating Agency should have available for inspection the following documents that should be updated at a minimum every three years although they may be updated more frequently as needed: (i) Board of Directors Training Manual (ii) Board of Directors Conflict of Interest Policy (iii) Minutes of all Board meetings

The area agency on aging will comply with the provisions of the any and all applicable amendments to the Older Americans Act, its regulations, and other laws and regulations which may become applicable in all its practices, policies, programs, and facilities during the period covered by this Area Plan on Aging.

(Area Agency on Aging Director)

(Agency Executive Director)

W. D. Carrington, President - Jefferson County Commission

(Chairman, Board of Directors)

Jefferson County, Alabama

(Name of Agency)

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

Oct-10-2013-790

Contract ID: 00004631

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and ADSS for the implementation of the service under the Older American Act; and

WHEREAS, the term of the REVISED Title III Notification of Grant Award for Fiscal Year 2013, beginning October 1, 2012 and ending September 30, 2013; and

WHEREAS, the funds for this REVISED Title III Notification of Grant Award for Fiscal Year 2013 reflects funds awarded for 2013 is \$2,417,809.28; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this REVISED Title III Notification of Grant Award for Fiscal Year 2013, beginning October 1, 2012 and ending September 30, 2013; and

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to revise records accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

W. D. Carrington

Commission President

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"

Bowman, Knight, Brown and Stephens.

Oct-10-2013-791

Contract ID: 00004569

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, Jefferson County Commission to receive this portion of the 1' quarter allocation of the Notification of Grant Award in the amount of \$9,727.00 from ADSS for to be used for the implementation of the Alabama Elderly Medication Program (Senior Rx); and

WHEREAS, the term of the Grant Agreement is October 1, 2013 through September 30, 2014; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$9,727.00; and

WHEREAS, these are State dollars with no required local match or in-kind match; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$9,727.00 to the implementation of the Alabama Elderly Medication Program (Senior Rx) as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

W. D. Carrington

Commission President

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

Oct-10-2013-792

CONTRACT ID: CON-00005143

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, Jefferson County Commission to receive this Notification of Grant Award in the amount of \$17,000.00 from ADSS for to be used for the operation and sustainability of the Aging and Disability Resource Senior Medicare; and

WHEREAS, the term of the grant award is October 1, 2013 through September 3, 2014, and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$17,000.00 to continue to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

W. D. Carrington

Commission President

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

Thereupon the Commission Meeting was recessed.

The Commission met in Work Session on October 17, 2013, and approved the following item(s) to be considered at the reconvened October 10, 2013, Regular Commission Meeting Agenda:

- Commissioner Stephens, Finance & Information Technology Committee Items 1 - 5.
-

The Commission Meeting was re-convened Thursday, October 17, 2013 at 2:00 p.m. with the following members present:

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

Commissioner Bowman was absent from Commission Meeting due father's health.

Oct-17-2013-793

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors and reached consensual settlements with respect to much of its outstanding debt, including certain general obligation warrants, certain limited obligation school warrants, and certain limited obligation sewer revenue warrants; and

WHEREAS, the Jefferson County Commission (the "Commission") previously reviewed and approved a Chapter 9 Plan of Adjustment for Jefferson County, Alabama (the "Plan of Adjustment"), which Plan of Adjustment the County filed in its Chapter 9 bankruptcy case on June 30, 2013 and, as amended, on July 29, 2013; and

WHEREAS, the Plan of Adjustment contemplates that the County, under the terms and conditions related thereto, may issue limited obligation sewer revenue warrants (the "New Sewer Warrants") to refinance the County's existing limited obligation sewer revenue warrants and satisfy other sewer-related claims pursuant to the Plan of Adjustment; and

WHEREAS, on the advice of its financing team, the County desires to apply for one or more ratings of the proposed New Sewer Warrants; and

WHEREAS, Moody's Investors Service ("Moody's") and Standard and Poor's Ratings Services ("S&P") have presented the County proposed agreements relating to the proposed New Sewer Warrants, execution and delivery of each agreement being necessary as part of the rating evaluation processes of Moody's and S&P, respectively; and

WHEREAS, Fitch, Inc. ("Fitch", and together with Moody's and S&P, the "Rating Agencies") is expected to request the County execute and deliver a similar agreement at a later date.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, as follows:

1. The following agreements are hereby authorized and approved:
 - a. Moody's 2013 Application and Fee Schedule for Local Governments between the County and Moody's Investors Service (including email from Moody's confirming pricing), which are collectively attached hereto as Exhibit A and incorporated herein by reference; and
 - b. Letter Agreement between the County and Standard & Poor's Ratings Services, which is attached hereto as Exhibit B and incorporated herein by reference.
2. The President of the Commission is hereby authorized and directed (a) to execute and deliver each of the above-referenced agreements for and on behalf of the County, (b) to negotiate, approve and execute a similar agreement with Fitch covering Fitch's review of the County's New Sewer Warrants and (c) to take such steps as are necessary and desirable, at his discretion and in consultation with the County's financing team, to pursue ratings of the County's proposed New Sewer Warrants.

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

Oct-17-2013-794

WHEREAS, on July 29, 2013, the County filed an Amended Plan of Adjustment for (the "Amended Plan of Adjustment") in its Chapter 9 bankruptcy case; and

WHEREAS, at a meeting on July 15, 2013, the Jefferson County Commission selected Citigroup Global Markets, Inc. to serve as senior managing underwriter ("Citigroup") for the sale of the refunding sewer warrants proposed to be issued by the County under the terms of the Amended Plan of Adjustment (the "New Sewer Warrants"); and

WHEREAS, Citigroup's proposal to the County included a group of registered brokerdealers (an "underwriting syndicate") as part of its proposed team to underwrite the New Sewer Warrants; and

WHEREAS, Citigroup has approved and recommends to the County that the following firms be confirmed as members of the underwriting syndicate:

Drexel Hamilton, LLC

First Tuskegee Capital Markets

Jeffries LLC

Loop Capital Markets

Merchant Capital, LLC

Morgan Stanley & Co.

RBC Capital Markets

Securities Capital Corporation

Siebert Brandford Shank & Co.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the firms recommended by Citigroup as members of the underwriting syndicate for the sale of the New Sewer Warrants are hereby confirmed.

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

Oct-17-2013-795

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors and reached consensual settlements with respect to much of its outstanding debt, including certain general obligation warrants, certain limited obligation school warrants, and certain limited obligation sewer revenue warrants; and

WHEREAS, the Jefferson County Commission (the "Commission") previously reviewed and approved a Chapter 9 Plan of Adjustment for Jefferson County, Alabama (the "Plan of Adjustment"), which Plan of Adjustment the County filed in its Chapter 9 bankruptcy case on June 30, 2013 and, as amended, on July 29, 2013; and

WHEREAS, the Plan of Adjustment contemplates that the County, under the terms and conditions related thereto, may issue limited obligation sewer revenue warrants (the "New Sewer Warrants") to refinance the County's existing limited obligation sewer revenue warrants and satisfy other sewer-related claims pursuant to the Plan of Adjustment; and

WHEREAS, as with any revenue warrant issuance, the County must appoint a trustee to serve under the trust indenture which will secure and govern the proposed New Sewer Warrants; and

WHEREAS, the County issued a request for qualifications ("RFQ") to various nationally recognized trustee firms; and

WHEREAS, the County received four responses to its RFQ; and

WHEREAS, the County, together with its financing team, has reviewed the responses and determined that the proposal submitted by Wells Fargo Bank, National Association, represents the lowest cost qualified proposal received by the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, as follows:

1. The County hereby appoints Wells Fargo Bank, National Association, as the trustee for the New Sewer Warrants, but only if such obligations are issued in accordance with the Plan of Adjustment.

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

Oct-17-2013-796

WHEREAS, as part of the County's July 29, 2013 Plan of Adjustment (as it may be amended, supplemented or modified from time to time by the County in accordance with the terms thereof and 11 U.S.C. §942, the "Plan of Adjustment"), the County has agreed, upon confirmation and effectiveness of the Plan of Adjustment and certain other conditions, to issue refunding warrants (the "Refunding Sewer Warrants") payable out of revenues from the County's sanitary sewer system (the "System") in order to, among other things, refund various limited obligation sewer revenue warrants of the County currently outstanding and satisfy other sewer-related claims pursuant to the Plan of Adjustment; and

WHEREAS, as part of this process the County is required to prepare a preliminary official statement (such document, and any amendments, supplements or other modifications thereto, the "POS") setting forth, among other things, material information about the County, the System, and the Refunding Sewer Warrants for use in marketing and selling the Refunding Sewer Warrants to the public; and

WHEREAS, the Commission will be required to review, approve, and "deem final" as of its date the POS for purposes of U.S. Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12 ") before the POS may be sent to the public; and

WHEREAS, within seven business days of the sale of the Refunding Sewer Warrants, the County will prepare its final official statement (the "OS"), including all relevant pricing and related information or updates, and deliver the OS to purchasers of the Refunding Sewer Warrants; and

WHEREAS, the Commission desires to form a group (the "Disclosure Working Group") to act on behalf of the County in reviewing, approving and causing to be "deemed final" within the meaning of Rule 15c2-12 as of its date the POS, and, further, to work with the financial and legal professionals engaged by the County in preparing the OS following the sale of the Refunding Sewer Warrants; and

WHEREAS, the Commission deems it necessary, desirable, and in the public interest to appoint Commission President David Carrington; Commissioner Joe Knight; the County Manager, Tony Petelos; the County Attorney, Carol Sue Nelson; the County Chief Financial Officer, George Tablack; and the Director of the Environmental Services Department, David Denard, as members of the Disclosure Working Group.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that there is hereby created a Disclosure Working Group to act on behalf of the County in (i) reviewing, approving and causing to be deemed final for purposes of Rule 15c2-12 the POS, and (ii) working with the financial and legal professionals engaged by the County in preparing the OS following the sale of the Refunding Sewer Warrants, and, further, that Commission President David Carrington; Commissioner Joe Knight; the County Manager, Tony Petelos; the County Attorney, Carol Sue Nelson; the County Chief Financial Officer, George Tablack; and the Director of the Environmental Services Department, David Denard are hereby appointed as members of the Disclosure Working Group.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission President David Carrington is hereby authorized to act on behalf of the Disclosure Working Group in communicating when the POS has been deemed final for purposes of Rule 15c2-12 and in executing such instruments, certificates, or other documents that may be necessary or desirable in connection therewith.

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

Oct-17-2013-797

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors and reached consensual settlements with respect to its outstanding debt, including certain general obligation warrants, certain limited obligation school warrants, and certain limited obligation sewer revenue warrants; and

WHEREAS, negotiation of a reduced debt burden on the County's general fund, tax revenues, and the revenues from the County's sewer system (the "System") is in the best interests of the County and benefits all residents of the County; and

WHEREAS, as a result of the ongoing negotiations with certain creditors, the County Commission by prior resolution approved (i) that certain Plan Support Agreement dated as of June 6, 2013 (the "Supporting Warrantholders PSA"), by and among the County, JPMorgan Chase Bank, N.A., and the "Supporting Warrantholders" from time to time party thereto, consisting of certain hedge funds and other financial institutions (collectively, the "Hedge Funds"); and (ii) four other plan support agreements with certain creditors of the System (collectively, the "Other PSAs" and together with the Supporting Warrantholders PSA, the "Sewer PSAs"); and

WHEREAS, in furtherance of the transactions and settlements contemplated by the Sewer PSAs, the County has filed and prosecuted confirmation of the Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated July 29, 2013) (the "Plan"); and

WHEREAS, in order to protect the County's ratepayers and the System, Section 8.1 (b) of the Supporting Warrantholders PSA provides

certain limitations on the economic modifications that the County may be required to make to an initial financing plan that the County Commission preliminarily approved by resolution dated June 4, 2013 (the "Financing Plan") in order to consummate the transactions contemplated by the Supporting Warrantholders PSA ; and

WHEREAS, the County Commission preliminarily approved an amended financing plan by resolution dated July 23, 2013 (the "Amended Financing Plan"); and

WHEREAS, the modifications made to the initial Financing Plan by the Amended Financing Plan exceeded the 50 basis point increase described in Section 8.1(b) of the Supporting Warrantholders PSA, and the County is under no obligation to further modify the Amended Financing Plan to make additional upward adjustments in the Approved Rate Structure; and

WHEREAS, the County has been advised by its financial and other advisors, including the lead underwriter of the New Sewer Warrants - Citigroup Global Markets Inc. - that the combination of current market rates (yields) and the anticipated future capital expenditures and operating expenditures reviewed by the County's financial advisors as part of the process of preparing a municipal advisor's feasibility study in contemplation of the offering of the New Sewer Warrants would leave a significant deficiency (the "Deficiency") in the net proceeds that could be generated under the terms of the Amended Financing Plan; and

WHEREAS, representatives of the County have met in good faith with representatives of certain of the County's sewer creditors in an effort to obtain further concessions sufficient to eliminate the Deficiency and allow the County to proceed to consummate a modified version of the Acceptable Plan through the issuance of New Sewer Warrants in accordance with the Amended Financing Plan; and

WHEREAS, thus far the Hedge Funds have not offered or proposed any concessions to reduce or otherwise address the Deficiency; and

WHEREAS, despite the County's good faith efforts, the necessary creditor concessions have not been forthcoming, and the County has reasonably determined in good faith that it is not possible to generate the proceeds necessary to fund the Acceptable Plan without economic modifications materially adverse to the ratepayers or the System; and

WHEREAS, absent creditor concessions sufficient to address the Deficiency, the County is entitled to terminate the Supporting Warrantholders PSA; and

WHEREAS, Section 8.1(b) of the Supporting Warrantholders PSA contemplates a twostep notice process in order to terminate the Supporting Warrantholders PSA:

A. The first step is for the County to provide a written notice to JPMorgan Chase Bank, N.A. and the Hedge Funds stating that the County, in consultation with its financial advisors, has reasonably determined in good faith that it is not economically possible to consummate an Acceptable Plan in accordance with the Financing Plan without economic modifications (other than as anticipated in the Financing Plan) adverse to the ratepayers or the System in any material respect, and specifying the basis for that determination.

B. If the County does not rescind the first written notice within 15 calendar days, then the second step is for any party to the Supporting Warrantholders PSA (including the County) to send a separate written notice formally terminating the Supporting Warrantholders PSA.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that, absent further action by the County Commission, counsel for the County is hereby authorized and directed to proceed as follows:

1. Counsel shall forthwith provide the first written notice from the County contemplated by Section 8.1(b) of the Supporting Warrantholders PSA;

2. On November 4, 2013, counsel shall provide the second written notice from the County necessary to cause the termination of the Supporting Warrantholders PSA;

3. Promptly after the termination of the Supporting Warrantholders PSA, counsel shall provide such notices as are necessary to terminate each of the Other PSAs; and

4. Promptly after the termination of each of the Other PSAs, counsel shall file a notice with the Bankruptcy Court withdrawing the Plan, attaching this resolution as an exhibit, and providing such other information as counsel determines is appropriate under the circumstances.

1. Capitalized terms used but not otherwise defined shall have the meanings set forth in the Supporting Warrantholders PSA.

2. The Other PSAs are: (1) that certain Plan Support Agreement dated as of June 6, 2013, by and among the County, JPMorgan Chase Bank, N.A., and each affiliate of JPMorgan beneficially owning Sewer Warrants signatory thereto; (2) that certain Plan Support Agreement dated as of June 6, 2013, by and among the County, Assured Guaranty Municipal Corp., as successor to Financial Security Assurance, Inc., Financial Guaranty Insurance Company, and Syncora Guarantee Inc., f/k/a XL Capital Assurance Inc.; (3) that certain Plan Support Agreement dated as of June 27, 2013, by and among the County, The Bank of Nova Scotia, The Bank of New York Mellon in its capacity as a holder of Sewer Warrants, and State Street Bank and Trust Company; and (4) that certain Plan Support Agreement dated as of July 24, 2013, by and between the County and Lehman Brothers Special Financing Inc.

3. In its entirety, Section 8.1 (b) of the Supporting Warrantholders PSA states:

If the County provides written notice to each other Party that the County, in consultation with its financial advisors, has reasonably determined in good

faith that it is not economically possible to consummate an Acceptable Plan in accordance with the Financing Plan without economic modifications (other than as anticipated in the Financing Plan) adverse to the ratepayers or the sewer system in any material respect, which such notice must specify the basis for such a determination, and does not rescind such notice within fifteen (15) calendar days of the date on which such notice is provided, then the Majority Eligible Warrantholders, JPMorgan, or the County may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice. For the avoidance of doubt and without limitation, except to the extent necessary to address (i) an up to a 50 basis point increase in borrowing rates (yields) from those set forth in the Financing Plan (a "Market Shift"), (ii) a decline in actual or projected revenues from those set forth in the Financing Plan having an economic effect equivalent to or less than a Market Shift, or (iii) some combination of increased borrowing rates (yields) and a decline in actual or projected revenues, in each case from those set forth in Financing Plan and in the aggregate having an economic effect equivalent to or less than a Market Shift, under no other circumstances shall the County be required to proceed with an Acceptable Plan if in order to issue the New Sewer Warrants, in the amount required thereunder, the County must make any pre-Effective Date upward adjustment in the Approved Rate Schedule.

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

Thereupon the Commission Meeting was adjourned.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m. Monday, October 21, 2013.

President

ATTEST

Minute Clerk