

STATE OF ALABAMA)

JEFFERSON COUNTY) July 10, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, 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

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Minutes of June 26, 2014, be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

The Commission met in Work Session on July 8, 2014, and approved the following items to be placed on the July 10, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2 and Addendum Item 8.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 7 and Addendum Items 1 through 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 11.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 5.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 25 excluding Item 8.

Jul-10-2014-532

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-2014-013 Larry F. Wright, owner; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 6-4-0-0-15, in Section 4 Twp 15 Range 4 West from U-1 (Utilities District) and A-1 (Agriculture) to U-2 (Communications Tower District) for extension of an existing nonconforming lattice cellular communication tower from 190 feet to 220 feet, and adding guy wires for support of said extended structure. (Case Only: 4095 Warrior Jasper Road, Dora, 35062)(BAGLEY)(1.2 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2014-013 be approved. Voting "Aye" Knight,

Stephens, Bowman, Brown and Carrington.

Z-2014-014 Morris and Cindy Posey, owners; requests a change of zoning on Parcel ID# 37-33-0-0-4.1, in Section 33 Twp 19 Range 5 West from I-3 (Industrial) to A-1 (Agriculture) for a single family residence. (Case Only: 6710 Ridge Road, Bessemer, 35023)(ROCK MOUNTAIN LAKES)(9.7 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-014 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2014-015 Alexander and Annie Robinson, owners; requests a change of zoning on Parcel ID# 37-35-1-0-3.4, in Section 35 Twp 19 Range 5 West from R-2 (Single Family) to A-1 (Agriculture) to allow a mobile home. (Case Only: 5615 Rock Mountain Lake Road, Bessemer, 35022)(RED MOUNTAIN HEIGHTS)(0.97 Acres M/L)

RESTRICTIVE COVENANT: No livestock will be kept on the property.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-015 be approved subject to filing of covenant. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2014-016 Donald W. Huey, owner; Taylor Burton, agent; requests a change of zoning on Parcel ID# 29-35-1-1-13, in Section 35 Twp 18 Range 3 West from R-1 (Single Family) to R-T (Residential Townhouse) for a townhome development. (Case Only: 2249 Blue Ridge Boulevard, Birmingham, AL 35226)(BLUE RIDGE)(2.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. A 35-foot undisturbed natural buffer shall be maintained along the rear (southeast) property line in accordance with the site plan presented at the 6/12/2014 Planning and Zoning Commission hearing; 2. Sight-distance at the entrance on Blue Ridge Pkwy to be approved by the Department of Roads and Transportation; 3. Submit a Preliminary Drainage Plan for approval by the Department of Roads and Transportation if conditions have changed since 2007 and if the plan for the development of the property changes from what was proposed in 2007.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-016 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jul-20-2014-533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Joey Sahagun to fill the unexpired term of Sam Parker on the Rocky Ridge Fire District Board for a term ending September 30, 2017, be and hereby is approved.

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

Jul-10-2014-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Rosa Marie Terrell is hereby denied.

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

Jul-10-2014-535

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

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

Jul-10-2014-536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Tommy Wesson has been denied.

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

Jul-10-2014-537

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Brian Knox and LaToya Knox in the amount of Three Thousand Three Hundred Eighty Six and 58/100 (\$3,386.58) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Brian Knox and LaToya Knox in the amount of \$3,386.58 and forward it to the County Attorney for disbursement.

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

Jul-10-2014-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Faye Levins in the amount of Four Thousand Two Hundred Forty and 00/100 (\$4,240.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Faye Levins in the amount of \$4,240.00 and forward it to the County Attorney for disbursement.

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

Jul-10-2014-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Tyrone Davis in the amount of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Tyrone Davis in the amount of \$1,200.00 and forward it to the County Attorney for disbursement.

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

Jul-10-2014-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Harold Gray in the amount of One Thousand Six Hundred Thirty Four and 41/100 (\$1,634.41) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Harold Gray in the amount of \$1,634.41 and forward it to the County Attorney for disbursement.

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

Jul-10-2014-541

WHEREAS, Jefferson County and the City of Bessemer have disputed claims between the parties; and

WHEREAS, the parties have negotiated in good faith to resolve these claims between them and now wish to resolve these claims.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the necessary documents to facilitate a settlement of these claims.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized to receive funds in the amount of \$1,087,200.69 from the City of Bessemer.

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

Jul-10-2014-542

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Malinda Stubbs Parker, Tax Collector was granted a military leave of absence from February 1, 2014 to March 28, 2014, and the amount of pension contributions due Malinda Stubbs Parker is \$585.06 plus the County matching contributions of \$585.06 for a total of \$1,170.12.

Voncile Parsons, Environmental Services was granted a military leave of absence from November 3, 2013 to March 14, 2014, and the amount of pension contributions due Voncile Parsons is \$905.47 plus the County matching contributions of \$905.47 for a total of \$1,810.94.

Michael Theros, Sheriff's Office was granted a military leave of absence from February 25, 2014 to June 10, 2014, and the amount of pension contributions due Michael Theros is \$959.80 plus the County matching contributions of \$959.80 for a total of \$1,919.60.

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

Jul-10-2014-543

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.

Invoice Number LUC-14141 with Business Software, Inc. to renew maintenance and support for the TaxFactory proprietary software required for running the payroll module in the Lawson System for the period July 20, 2014 - July 19, 2015 in the amount of \$9,483.33.

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

Jul-10-2014-544

WHEREAS, on November 9, 2011, Jefferson County (the "County") filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court").

WHEREAS, the County filed with the Bankruptcy Court its Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated June 30, 2013) (as subsequently further supplemented, amended, or modified, the "Plan of Adjustment") which was confirmed by the Bankruptcy Court by order entered on November 22, 2013 and became effective on December 3, 2013.

WHEREAS, the Plan of Adjustment incorporates a compromise and settlement between the County and National Public Finance Guarantee ("National"), as insurer of the County's Series 2003-A GO Warrants and Series 2004-A GO Warrants (the "Warrants"), regarding interest payments in the amount of \$8,562,964.87 made on behalf of the County by National to holders of the Warrants during the pendency of the Bankruptcy Case. Under the Plan of Adjustment, the County agreed to reimburse National for the full amount of the interest payments in three equal installments due in 2025, 2026 and 2027 (the "Reimbursement Payments").

WHEREAS, as part of the compromise and settlement with National, the County has the option to prepay the Reimbursement Payments in whole or in part at any time without premium or penalty, which prepayment option is exercisable by the County paying to National an aggregate amount equal to the nominal amount of the Reimbursement Payments that the County elects to prepay discounted to present value as of the prepayment date using a discount rate of 4.90% back from the date of maturity to the prepayment date.

WHEREAS, the County can recognize savings of approximately \$3,669,107 by prepaying the Reimbursement Payments in whole in the discounted amount of \$4,893,857.62 on July 15, 2014.

NOW, THEREFORE, BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the prepayment of the Reimbursement Payments on July 15, 2014 and does hereby authorize and direct the Chief Financial Officer of the County to make such prepayment to National in the amount of \$4,893,857.62.

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

Jul-10-2014-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Investment Management Agreement between Jefferson County, Alabama and Cadance Bank.

INVESTMENT MANAGEMENT AGREEMENT

Jefferson County, Alabama ("Client" hereby appoints Cadence Bank N.A., a national banking association ("Manager"), and Manager hereby accepts the appointment, to provide discretionary investment management services to Client pursuant to the terms of this Agreement. Manager shall be responsible only for those assets (the "Assets" designated by Client, and accepted by Manager, for management under this Agreement and maintained in an account held by the Trustee (as defined below) (the "Account"), which Account is comprised of subaccounts called the Capital Improvement Fund Account (the "Capital Improvement Account" and the Capital Improvement Initial Funding Subaccount (the "Capital Improvement Subaccount") and any other subaccounts required by Client from time to time. Together, the Capital Improvement Account and the Capital Improvement Subaccount make up the "Capital Improvement Fund" described in the Trust Indenture (as defined below).

1. DEFINITIONS. The following definitions shall apply to this Agreement:

Trustee: Wells Fargo Bank, National Association or, in the event another institution is designated as providing trustee services for the Account, such other institution. If an institution other than Wells Fargo Bank, National Association is the Trustee, Client shall be responsible for selecting such institution.

Investment Policy: The Client's Investment Policy dated January 25, 2011 and recorded at the Jefferson County Commission's Minute Book 161, pages 226 - 230 specifically incorporated by reference herein and attached hereto as Schedule A.

Trust Indenture: That certain Trust Indenture dated December 1, 2013 between the Client and the Trustee pursuant to which the Client issued its \$1,785,486,521.65 Jefferson County, Alabama Sewer Revenue Warrants, Series 2013-A to Series 2013-F (the "Sewer Warrants". Pursuant to the Trust Indenture, Trustee established the Account upon the issuance of the Sewer Warrants and is the depository, custodian and disbursing agent for the Account. The funds on deposit in the Account have been pledged by Client under the Trust Indenture to secure payment of debt service on the Sewer Warrants and any additional obligations subsequently issued under the Trust Indenture or any supplement thereto. Section 9.11 of the Trust Indenture provides the conditions and requirements under which funds on deposit in the Account may be invested.

Objective: The investment objective that will be pursued for Client. The initial Objective will be as identified in the Investment Policy, and subsequently the Objective will be as noted from time to time in any amended or updated Investment Policy provided by Client to Manager. Notwithstanding any provision of this Agreement or the Investment Policy to the contrary, the terms and conditions in the Trust Indenture related to investment of funds on deposit in the Capital Improvement Fund shall override any contradicting provisions in this Agreement or the Investment Policy.

2. INVESTMENT MANAGEMENT SERVICES. Manager will provide discretionary investment management services for the Account in accordance with the terms and conditions of this Agreement.

a. Throughout the term of this Agreement, except as otherwise provided in this Agreement, Manager shall have full discretion, consistent with the parameters and limitations of the Objective and the Trust Indenture, to supervise, manage and direct the investment of the Assets, together with any additions, substitutions and alterations, all without specific consultation with Client and at such times and in such manner as Manager deems appropriate, including that Manager shall have authority to buy, sell, or otherwise trade securities or other investments in the Account without discussing the specific transactions with Client in advance, provided that Manager will exercise the

judgment and care, under the circumstances then prevailing, which a person of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. For the avoidance of doubt, Manager acknowledges that only those securities or investments falling within the definition of "Qualified Investments", as such term is defined in the Trust Indenture, may be purchased with funds on deposit in the Account.

b. All dividends, income, interest distributions and capital gains referable to the Assets shall be automatically reinvested in the Account (or, if applicable, appropriate subaccount) unless otherwise directed by Client in writing.

c. Manager will have no duty, responsibility or liability with respect to Client's investments or other property that are not in the Account. If the Account contains only a part of the investable assets under Client's control, Client acknowledges that Manager shall have no responsibility for the diversification of all of Client's investments or other property. Manager also shall have no authority or responsibility to determine the allocation of assets between the Capital Improvement Account, the Capital Improvement Subaccount or any other subaccount, and such allocation shall be as directed by Client from time to time.

d. Trustee shall hold, safekeep, and protect all property transferred to it or acquired under this Agreement and, in addition to any other duties imposed on it by law or this Agreement, shall make Client whole for any loss to or of said property while it is in the custody of Trustee (or its securities depository or other agent) whether caused by fire or other casualty, theft or vandalism or any other cause, including any form of default by Trustee, its securities depository, or other agent.

e. Under no circumstances will Assets maintained in the Account be held by Manager or Trustee within or under the Manager's or Trustee's own trading department.

f. Any cash amounts received as interest, dividends or otherwise held by Trustee from time to time under this Agreement shall be held in compliance with the Security for Alabama Funds Enhancement Act, Sections 41-14-x-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time.

3. **AUTHORIZATIONS.** Client hereby authorizes Manager, as Client's agent and on Client's behalf solely for purposes of this Agreement, to take (or to direct Trustee to take) all necessary and appropriate action to effect transactions in securities and other investments for the Account and to perform its duties as investment manager to Client under this Agreement. Consistent with the provisions of this Agreement, in addition to other authorizations granted to Manager under this Agreement, Client hereby authorizes Manager to:

a. sign (or direct Trustee to sign) for Client and in Client's name any declarations, affidavits, certificates of ownership or other documents or instruments related to the Assets, or which may be necessary to the conduct by Manager of trading of securities in accordance with the provisions of this Agreement; and

b. provide instructions to third-party Trustee, for the account of and at the risk of Client, with regard to the purchase, sale, conversion, exchange or other disposition of the Assets and otherwise regarding the trading of or disposition of any securities or cash in the Account in connection with the services provided under this Agreement, but solely in connection with the conduct by Manager of trading of securities in accordance with the provisions of this Agreement and the authorized deduction of fees in accordance with the provisions of Section 8 of this Agreement.

Without limiting any other uses of information permitted by applicable law, Manager and Trustee shall be authorized to share with one another, and with any of their affiliates, agents and service providers, any and all information concerning Client, the Assets, the Account or any related matters, in connection with the performance of their responsibilities relating to Client and the Account.

4. **ACCOUNT STATEMENTS.** Manager or Trustee will send to Client a periodic statement setting forth all transactions occurring in the Account during the period covered by the account statement, any fees paid by the Account during the period and identifying all Assets in the Account at the end of the period. Periodic statements will be provided by Manager or Trustee on at least a monthly basis. Client waives the receipt of contemporaneous written trade confirmations related to transactions within the Account and agrees that the periodic statements provided by Manager or Trustee will be in lieu of individual trade confirmations.

5. **TRADING.** Manager shall have full power and discretion to select brokers or dealers to execute transactions. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager. In executing transactions, Manager's primary objective will be to obtain "best execution" of the transaction. Consistent with obtaining best execution:

a. When placing transactions for the Account, Manager will seek out broker-dealers based on a number of factors including, without limitation, the financial strength and stability of the broker, the efficiency with which the transaction will be effected, the ability to effect the transaction where a large block is involved, and the availability of the broker or dealer to stand ready to execute possibly difficult transactions in the future.

b. Transactions for Client or other of Manager's client accounts generally will be effected independently unless Manager decides to purchase or sell the same securities for several clients (including Client) at approximately the same time. Manager may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among

Client and Manager's other clients. This may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

c. Client authorizes and directs Manager to instruct Trustee and any broker-dealer or dealers executing orders for the Account to forward confirmations of those transactions to Manager.

6. PROXY VOTING; CORPORATE ACTIONS. If Manager receives notice of any proxy voting matter relating to securities held in the Account, Manager will vote (or refrain from voting the proxy) in Manager's discretion as determined by Manager to be prudent under the circumstances consistent with the Objective. Client reserves the right to revoke Manager's authority regarding proxy voting at any time upon reasonable advance written notice. In addition, if Manager receives notice of a subscription right, tender right, rights offering or similar corporate action (a "Corporate Action" or, in the plural, "Corporate Actions") requiring or permitting discretionary action by the beneficial owner of a security held in the Account, Manager shall exercise its discretion in determining whether and how to respond to such Corporate Action request as determined by Manager to be prudent under the circumstances consistent with the Objective. If Manager is not the Trustee, Manager is authorized and directed to instruct the Trustee to forward promptly to Manager (and to any third party proxy voting service designated by Manager) copies of all proxies, Corporate Action requests and other shareholder communications relating to securities held in the Account (other than materials relating to lawsuits and related matters). Manager shall have no duty or responsibility (a) to respond to or take action regarding any proxy voting matter or any Corporate Action request unless Manager receives adequate advance notice of such matter or request or (b) to forward to Client, or to otherwise notify Client regarding, any proxy voting matter or Corporate Action request or to obtain Client's consent or approval to any proposed course of action relating to any such proxy voting matter or Corporate Action request.

7. CLASS ACTION LAWSUITS. If Manager is the Trustee and it receives notice of a lawsuit or related matter affecting an Asset held or formerly held in the Account, Manager will endeavor in good faith to forward such notice to Client. If Manager is not the Trustee, Manager shall have no responsibility regarding the forwarding of any notices of a lawsuit or related matter affecting an Asset held in the Account. In all events, Client shall be responsible to determine eligibility to submit a claim with respect to all lawsuits and otherwise to determine all actions to be taken or not taken in connection with any such lawsuits, and acknowledges and agrees that Manager and Trustee shall have no obligation to take any such actions or to advise Client concerning such actions.

8. COMPENSATION AND OTHER EXPENSES. Manager shall receive compensation for its services under this Agreement in accordance with the fee schedule set forth on Schedule B to this Agreement (the "Fee Schedule"). The Fee Schedule shall be deemed to have been adopted and made a part of this Agreement as if fully rewritten herein. The Account Fee (as defined in the Fee Schedule) will be charged monthly in arrears and will be determined based upon the market value of all the Assets on the last business day of each calendar month. Manager shall be authorized to deduct the Account Fee from the Assets held under this Agreement. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager.

9. VALUATION. The value of securities and other investment assets in the Account will be determined by Trustee in accordance with Trustee's typical procedures in a manner intended in good faith to reflect the fair market value of the respective securities. However, Client acknowledges that there is no guarantee that any valuations provided by Trustee or obtained by Manager or Trustee from other sources will be accurate.

10. DISCLAIMER REGARDING OTHER ADVICE. Client acknowledges and agrees that neither Manager nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Manager of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Manager of any legal, tax or accounting advice to Client.

11. NOTIFICATIONS; ELECTRONIC COMMUNICATIONS. Notices, account statements, confirmations (to the extent applicable), requests, instructions and other communications shall be made in writing (including by facsimile and email if a facsimile and email address is listed below). Notice shall be deemed effective if made to the parties as follows:

If to client:

Jefferson County Commission President
716 R. Arrington jr. Blvd.
Suite 230
Birmingham, AL 35203
Jefferson County CFO
716 R. Arrington Jr. Blvd. Suite 810
Birmingham, AL 35203

If to Manager:

Cadence Bank, N.A.
2100 3rd Ave. North, Suite 1100
Birmingham, AL 35203
Attention: Mark Linville, Sr. Vice President
Cadence Bank, N.A.
P. O. Box 631
Columbus, ILIS 39703
Attention: Keith Mooney, Sr. Vice President
Keith.bsoonev@adcnccebank.com
Attention: Kate Nevins

The Manager and Trustee shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission accompanied by a certified copy of a resolution of the Jefferson County Commission and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

12. REPRESENTATIONS AND WARRANTIES OF CLIENT.

a. Client has the full legal power and authority to appoint Manager pursuant to this Agreement and to enter into and perform this Agreement, and Client has complied with all applicable laws in connection therewith. Client shall promptly notify- Manager in the eN ent the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client is located, in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Manager reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Manager.

13. REPRESENTATIONS AND WARRANTIES OF MANAGER.

a. Manager has the full legal power and authority to enter into and perform this Agreement, and has duly authorized this Agreement and its performance hereunder by all applicable corporate action. Manager shall promptly- notif~, Client in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Manager is a depository institution under the laws of the United States and is a member of the Federal Deposit Insurance Corporation and is not required to be registered as an investment adviser or broker-dealer under the laws of the United States or any state thereof by virtue of performance of its duties and responsibilities under this Agreement.

14. AMENDMENTS. This Agreement may not be amended except by a writing signed by Manager and Client.

15. DURATION AND TERMINATION. Unless earlier terminated by one of the parties as permitted herein, this Agreement shall continue for a period of three (3) years from its date. Client and Manager agree that Manager may terminate this Agreement, v-ithout penalty, on at least 90 days' prior written notice to Client and that Client may terminate this Agreement, without penalty, on at least 30 days' prior vrritten notice to Manager. Client shall remain liable for all fees chargeable under this Agreement through the date of transfer or other distribution of the Assets as directed by Client in writing. Termination of this Agreement will not affect (i) the validity of any action previously taken by Client or Manager under this Agreement before the effective date of the termination; or (ii) liabilities or obligations of the parties from transactions initiated before the effective date of the termination.

16. FORCE MAJEURE. In no event shall Manager (including in its capacity as Trustee, if applicable) or any: of its affiliates be liable for failure to take any action required to be taken v1 connection with thus Agreement in the event and to the extent that the taking of suc11 action is prevented or delayed by war (whether declared or not), terrorist acts, revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosions, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond their reasonable control.

17. SEVERABILTTY. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18. ASSIGNMENT. This Agreement will bind and be for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned (which, for purposes of this Agreement, shall be deemed to have the meaning given to that term under Section 202(a)(1) of the Investment Advisers Act of 1940, as amended (the "Advisers Act")) by either party without the consent of the other party, and any attempt to do so without such consent will be void.

19. DISCLOSURE OF INFORMATION TO A REQUESTING COMPANY. With regard to securities held in the Trustee's nominee's name, Securities and Exchange Commission Rule 146-2 under the Securities Exchange Act requires the Trustee to disclose to any requesting company, the name, address and securities positions of Client if Client is the beneficial owner of the issuer's securities held by the Trustee in nominee name. The requesting company would be permitted to use the name and related information pertaining to Client for corporation communications only. If indicated below (by placing an "X" in the blank), Client objects to the disclosure of such information to requesting companies.

CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION

20. CONFIDENTIAL RELATIONSHIP. Manager shall treat all information and advice furnished by Client to Manager pursuant to this Agreement or otherwise obtained by Manager regarding Client during the course of Manager's performance pursuant to this Agreement as

confidential and shall refrain from disclosing any such confidential information to third parties; provided, however, Manager may disclose information (a) to the extent, if any, necessary in order for Manager to fulfill its obligations and responsibilities under this Agreement, (i) to affiliates of Manager, (iii) to Trustee, (iii) to brokers and dealers that are counterparties for trades for the Accounts, and Cv) to third party service providers subject to confidentiality agreements, (b) as required by law, court order or other regulating authority, (c) as requested by regulatory or governmental authorities or auditors and (d) as otherwise agreed to in writing by the Client. Information that (a) was or becomes generally available to the public, other than as a result of disclosure by Manager, (b) was or becomes available to Manager on a non-confidential basis from a source other than Client, which source is not known to be bound by any obligations of confidentiality; or (c) is independently developed by Manager without reference to or reliance on information or advice furnished pursuant to this Agreement will not be considered confidential for purposes of this Section 20.

21. CLIENT ACKNOWLEDGMENT. Client acknowledges receipt of Manager's Privacy Policy.

22. GOVERNING LAW. This Agreement is made and will be construed under the laws of the State of Alabama provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable Federal law of the United States.

23. ENTIRE AGREEMENT. This Agreement represents the parties' entire understanding with regard to the matters described herein.

CLIENT:

ATTEST/WITNESS

W. D. Carrington, President

MANAGER

JEFFERSON COUNTY COMMISSION

CADENCE BANK, N.A.

Authorized Officer Signature

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

Jul-10-2014-546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Investment Management Agreement between Jefferson County, Alabama and Iberia Bank.

INVESTMENT MANAGEMENT AGREEMENT

Jefferson County, Alabama ("Client") hereby appoints IBERIA BANK, a Louisiana banking corporation ("Manager", and Manager hereby accepts the appointment, to provide discretionary investment management services to Client pursuant to the terms of this Agreement. Manager shall be responsible only for those assets (the "Assets") designated by Client, and accepted by Manager, for management under this Agreement and maintained in an account held by the Trustee (as defined below) (the "Account"), which Account is described in the Trust Indenture (as defined below) as the Jefferson County Limited Obligation School Warrant Debt Service Reserve Fund (the "Reserve Fund").

1. DEFINITIONS. The following definitions shall apply to this Agreement:

Trustee: U.S. Bank National Association or, in the event another institution is designated as providing trustee services for the Account, such other institution. If an institution other than U.S. Bank National Association is the Trustee, Client shall be responsible for selecting such institution.

Investment Policy: The Client's Investment Policy dated January 25, 2011 and recorded at the Jefferson County Commission's Minute Book 161, pages 226 - 230 specifically incorporated by reference herein and attached hereto as Schedule A.

Trust Indenture: That certain Trust Indenture dated December 1, 2004, as supplemented and amended, between the Client and the Trustee, as successor trustee, pursuant to which the Client issued its \$650,000,000 Limited Obligation School Warrants, Series 2004-A (the "Series 2004-A School Warrants", its \$200,000,000 Limited Obligation School Warrants, Series 2005-A (the "Series 2005-A School Warrants" and its \$200,000,000 Limited Obligation School Warrants, Series 2005-B (together with the Series 2004-A School Warrants and the Series 2005A School Warrants, the "School Warrants". Pursuant to the Trust Indenture, Trustee established the Account upon the issuance of the Series 2004-A School Warrants and is the depository, custodian and disbursing agent for the Account. The funds on deposit in the Account have been pledged by Client under the Trust Indenture to secure payment of debt service on the School Warrants and any additional parity securities subsequently issued under the Trust Indenture or any supplement thereto. Section 14.5 of the Trust Indenture provides the conditions and requirements under which funds on deposit in the Account may be invested.

Objective: The investment objective that will be pursued for Client. The initial Objective will be as identified in the Investment Policy, and subsequently the Objective will be as noted from time to time in any amended or updated Investment Policy provided by Client to Manager. Notwithstanding any provision of this Agreement or the Investment Policy to the contrary, the terms and conditions in the Trust

Indenture related to investment of funds on deposit in the Reserve Fund shall override any contradicting provisions in this Agreement or the Investment Policy.

2. INVESTMENT MANAGEMENT SERVICES. Manager will provide discretionary investment management services for the Account in accordance with the terms and conditions of this Agreement.

a. Throughout the term of this Agreement, except as otherwise provided in this Agreement, Manager shall have full discretion, consistent with the parameters and limitations of the Objective and the Trust Indenture, to supervise, manage and direct the investment of the Assets, together with any additions, substitutions and alterations, all without specific consultation with Client and at such times and in such manner as Manager deems appropriate, including that Manager shall have authority to buy, sell, or otherwise trade securities or other investments in the Account without discussing the specific transactions with Client in advance, provided that Manager will exercise the judgment and care, under the circumstances then prevailing, which a person of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. For the avoidance of doubt, Manager acknowledges that only those securities or investments falling within the definition of "Eligible Investments", as such term is defined in the Trust Indenture, may be purchased with funds on deposit in the Account.

in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. For the avoidance of doubt, Manager acknowledges that only those securities or investments falling within the definition of "Qualified Investments", as such term is defined in the Trust Indenture, may be purchased with funds on deposit in the Account.

b. All dividends, income, interest distributions and capital gains referable to the Assets shall be automatically reinvested in the Account (or, if applicable, appropriate subaccount) unless otherwise directed by Client in writing.

c. Manager will have no duty, responsibility or liability with respect to Client's investments or other property that are not in the Account. If the Account contains only, a part of the investable assets under Client's control, Client acknowledges that Manager shall have no responsibility for the diversification of all of Client's investments or other property. Manager also shall have no authority or responsibility to determine the allocation of assets between the Capital Improvement Account, the Capital Improvement Subaccount or any other subaccount, and such allocation shall be as directed by Client from time to time.

d. Trustee shall hold, safekeep, and protect all property transferred to it or acquired under this Agreement and, in addition to any other duties imposed on it by law or this Agreement, shall make Client whole for any loss to or of said property while it is in the custody of Trustee (or its securities depository or other agent) whether caused by fire or other casualty, theft or vandalism or any other cause, including any form of default by Trustee, its securities depository, or other agent.

e. Under no circumstances will Assets maintained in the Account be held by Manager or Trustee within or under the Manager's or Trustee's own trading department.

f. Any cash amounts received as interest, dividends or otherwise held by Trustee from time to time under this Agreement shall be held in compliance with the Security for Alabama Funds Enhancement Act, Sections 41-14-x-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time.

3. AUTHORIZATIONS. Client hereby authorizes Manager, as Client's agent and on Client's behalf solely for purposes of this Agreement, to take (or to direct Trustee to take) all necessary and appropriate action to effect transactions in securities and other investments for the Account and to perform its duties as investment manager to Client under this Agreement. Consistent with the provisions of this Agreement, in addition to other authorizations granted to Manager under this Agreement, Client hereby authorizes Manager to:

a. sign (or direct Trustee to sign) for Client and in Client's name any declarations, affidavits, certificates of ownership or other documents or instruments related to the Assets, or which may be necessary to the conduct by Manager of trading of securities in accordance with the provisions of this Agreement; and

b. provide instructions to third-party Trustee, for the account of and at the risk of Client, with regard to the purchase, sale, conversion, exchange or other disposition of the Assets and otherwise regarding the trading of or disposition of any securities or cash in the Account in connection with the services provided under this Agreement, but solely in connection with the conduct by Manager of trading of securities in accordance with the provisions of this Agreement and the authorized deduction of fees in accordance with the provisions of Section 8 of this Agreement.

Without limiting any other uses of information permitted by applicable law, Manager and Trustee shall be authorized to share with one another, and with any of their affiliates, agents and service providers, any and all information concerning Client, the Assets, the Account or any related matters, in connection with the performance of their responsibilities relating to Client and the Account.

4. ACCOUNT STATEMENTS. Manager or Trustee will send to Client a periodic statement setting forth all transactions occurring in the Account during the period covered by the account statement, any fees paid by the Account during the period and identifying all Assets in the

Account at the end of the period. Periodic statements will be provided by Manager or Trustee on at least a monthly basis. Client waives the receipt of contemporaneous written trade confirmations related to transactions within the Account and agrees that the periodic statements provided by Manager or Trustee will be in lieu of individual trade confirmations.

5. **TRADING.** Manager shall have full power and discretion to select brokers or dealers to execute transactions. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager. In executing transactions, Manager's primary objective will be to obtain "best execution" of the transaction. Consistent with obtaining best execution:

a. When placing transactions for the Account, Manager will seek out broker-dealers based on a number of factors including, without limitation, the financial strength and stability of the broker, the efficiency with which the transaction will be effected, the ability to effect the transaction where a large block is involved, and the availability of the broker or dealer to stand ready to execute possibly difficult transactions in the future.

b. Transactions for Client or other of Manager's client accounts generally will be effected independently unless Manager decides to purchase or sell the same securities for several clients (including Client) at approximately the same time. Manager may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Client and Manager's other clients. This may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

c. Client authorizes and directs Manager to instruct Trustee and any broker-dealer or dealers executing orders for the Account to forward confirmations of those transactions to Manager.

6. **PROXY VOTING; CORPORATE ACTIONS.** If Manager receives notice of any proxy voting matter relating to securities held in the Account, Manager will vote (or refrain from voting the proxy) in Manager's discretion as determined by Manager to be prudent under the circumstances consistent with the Objective. Client reserves the right to revoke Manager's authority regarding proxy voting at any time upon reasonable advance written notice. In addition, if Manager receives notice of a subscription right, tender right, rights offering or similar corporate action (a "Corporate Action" or, in the plural, "Corporate Actions" requiring or permitting discretionary action by the beneficial owner of a security held in the Account, Manager shall exercise its discretion in determining whether and how to respond to such Corporate Action request as determined by Manager to be prudent under the circumstances consistent with the Objective. If Manager is not the Trustee, Manager is authorized and directed to instruct the Trustee to forward promptly to Manager (and to any third party proxy voting service designated by Manager) copies of all proxies, Corporate Action requests and other shareholder communications relating to securities held in the Account (other than materials relating to lawsuits and related matters). Manager shall have no duty or responsibility (a) to respond to or take action regarding any proxy voting matter or any Corporate Action request unless Manager receives adequate advance notice of such matter or request or (b) to forward to Client, or to otherwise notify Client regarding, any proxy voting matter or Corporate Action request or to obtain Client's consent or approval to any proposed course of action relating to any such proxy voting matter or Corporate Action request.

7. **CLASS ACTION LAWSUITS.** If Manager is the Trustee and it receives notice of a lawsuit or related matter affecting an Asset held or formerly held in the Account, Manager will endeavor in good faith to forward such notice to Client. If Manager is not the Trustee, Manager shall have no responsibility regarding the forwarding of any notices of a lawsuit or related matter affecting an Asset held in the Account. In all events, Client shall be responsible to determine eligibility to submit a claim with respect to all lawsuits and otherwise to determine all actions to be taken or not taken in connection with any such lawsuits, and acknowledges and agrees that Manager and Trustee shall have no obligation to take any such actions or to advise Client concerning such actions.

8. **COMPENSATION AND OTHER EXPENSES.** Manager shall receive compensation for its services under this Agreement in accordance with the fee schedule set forth on Schedule B to this Agreement (the "Fee Schedule"). The Fee Schedule shall be deemed to have been adopted and made a part of this Agreement as if fully rewritten herein. The Account Fee (as defined in the Fee Schedule) will be charged monthly in arrears and shall be determined based upon the market value of all the Assets on the last business day of each calendar month. Manager shall be authorized to deduct the Account Fee from the Assets held under this Agreement. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager.

9. **VALUATION.** The value of securities and other investment assets in the Account will be determined by Trustee in accordance with Trustee's typical procedures in a manner intended in good faith to reflect the fair market value of the respective securities. However, Client acknowledges that there is no guarantee that any valuations provided by Trustee or obtained by Manager or Trustee from other sources will be accurate.

10. **DISCLAIMER REGARDING OTHER ADVICE.** Client acknowledges and agrees that neither Manager nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Manager of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Manager of any legal, tax or accounting advice to Client.

11. **NOTIFICATIONS; ELECTRONIC COMMUNICATIONS.** Notices, account statements, confirmations (to the extent applicable),

requests, instructions and other communications shall be made in writing (including by facsimile and email if a facsimile and email address is listed below). Notice shall be deemed effective if made to the parties as follows:

If to Client:

Jefferson County Commission President
716 R Arrington Jr. Blvd.
Suite 230
Birmingham, AL 35203

Jefferson County CFO
716 R Arrington Jr. Blvd. Suite 810
Birmingham, AL 35203

If to Manager:

IBERIA BANK
2340 Woodcrest Place
Birmingham, AL 35209
Attention: Mike Smith, Director of Fixed Income
Mike.Smith@iberiawealth.com (205) 803-5852

Caroline Yielding
Caroline.Yielding@iberiawealth.com
(205) 803-5976

The Manager and Trustee shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission accompanied by a certified copy of a resolution of the Jefferson County Commission and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

12. REPRESENTATIONS AND WARRANTIES OF CLIENT,

a. Client has the full legal power and authority to appoint Manager pursuant to this Agreement and to enter into and perform this Agreement, and Client has complied with all applicable laws in connection therewith. Client shall promptly notify Manager in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client is located, in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Manager reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Manager.

13. REPRESENTATIONS AND WARRANTIES OF MANAGER.

a. Manager has the full legal power and authority to enter into and perform this Agreement, and has duly authorized this Agreement and its performance hereunder by all applicable corporate action. Manager shall promptly notify Client in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Manager is a depository institution under the laws of the United States and is a member of the Federal Deposit Insurance Corporation and is not required to be registered as an investment adviser or broker-dealer under the laws of the United States or any state thereof by virtue of performance of its duties and responsibilities under this Agreement.

14. AMENDMENTS. This Agreement may not be amended except by a writing signed by Manager and Client,

15. DURATION AND TERMINATION. Unless earlier terminated by one of the parties as permitted herein, this Agreement shall continue for a period of three (3) years from its date. Client and Manager agree that Manager may terminate this Agreement, without penalty, on at least 90 days' prior written notice to Client and that Client may terminate this Agreement, without penalty, on at least 30 days' prior written notice to Manager. Client shall remain liable for all fees chargeable under this Agreement through the date of transfer or other distribution of the Assets as directed by Client in writing. Termination of this Agreement will not affect (i) the validity of any action previously taken by Client or Manager under this Agreement before the effective date of the termination; or (ii) liabilities or obligations of the parties from transactions initiated before the effective date of the termination.

16. FORCE MAJEURE. In no event shall Manager (including in its capacity as Trustee, if applicable) or any of its affiliates be liable for failure to take any action required to be taken in connection with this -agreement in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not), terrorist acts, revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosions, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond their reasonable control.

17. SEVERABILITY. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18. ASSIGNMENT. This Agreement will bind and be for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned (which, for purposes of this Agreement, shall be deemed to have the meaning given to that term under Section 202(a)(1) of the Investment Advisers Act of 1940, as amended (the "Advisers

Act")) by either party, without the consent of the other party, and an; attempt to do so without such consent will be void.

19. DISCLOSURE OF INFORMATION TO A REQUESTING COMPANY. With regard to securities held in the Trustee's nominee's name, Securities and Exchange Commission Rule 14b-2 under the Securities Exchange Act requires the Trustee to disclose to any requesting company, the name, address and securities positions of Client if Client is the beneficial owner of the issuer's securities held by the Trustee in nominee name. The requesting company would be permitted to use the name and related information pertaining to Client for corporation communications only. If indicated below (by placing an "X" in the blank), Client objects to the disclosure of such information to requesting companies.

CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION

20. CONFIDENTIAL RELATIONSHIP. Manager shall treat all information and advice furnished by Client to Manager pursuant to this Agreement or otherwise obtained by Manager regarding Client during the course of Manager's performance pursuant to this Agreement as confidential and shall refrain from disclosing any such confidential information to third parties; provided, however, Manager may disclose information (a) to the extent, if any, necessary in order for Manager to fulfill its obligations and responsibilities under this Agreement, (i) to affiliates of Manager, (ii) to Trustee, (iii) to brokers and dealers that are counterparties for trades for the Accounts, and (iv) to third party service providers subject to confidentiality agreements, (b) as required by law, court order or other regulating authority, (c) as requested by regulatory or governmental authorities or auditors and (d) as otherwise agreed to in writing by the Client. Information that (a) was or becomes generally available to the public, other than as a result of disclosure by Manager, (b) was or becomes available to Manager on a non-confidential basis from a source other than Client, which source is not known to be bound by any obligations of confidentiality, or (c) is independently developed by Manager without reference to or reliance on information or advice furnished pursuant to this Agreement will not be considered confidential for purposes of this Section 20.

21. CLIENT ACKNOWLEDGMENT. Client acknowledges receipt of Manager's Privacy Policy.

22. GOVERNING LAW. This Agreement is made and will be construed under the laws of the State of Alabama provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable Federal law of the United States.

23. ENTIRE AGREEMENT. This Agreement represents the parties' entire understanding with regard to the matters described herein.

CLIENT:

ATTEST/WITNESS

W. D. Carrington, President

MANAGER

JEFFERSON COUNTY COMMISSION

iBERIA BANK

Authorized Officer Signature

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/10/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR CHARGE TO EMPLOYEE FOR PARKING	GEN SVCS: ADMIN	20.00	1900080038
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	OUTSTANDING OCIP CLAIM	GEN SVCS: ADMIN	953.56	1900079549
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	OUTSTANDING OCIP CLAIM	GEN SVCS: ADMIN	955.47	1900080005
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	OUTSTANDING OCIP CLAIM	GEN SVCS: ADMIN	1,257.60	1900080002
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	OUTSTANDING OCIP CLAIM	GEN SVCS: ADMIN	1,154.44	1900080007
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	OUTSTANDING OCIP CLAIM	GEN SVCS: ADMIN	2,408.70	1900080004
*DISTRICT 1					6,749.77	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS, PIPE, BLADE BOLTS, PROPANE CYLINDER	R&T: HWAY MAINT-BESS	71.42	1900079633
DISTRICT 2	1000193	JEFFERSON CO TREASURER	C32 AUTO LEVEL, FUEL FILTER CAP, TIRE INNERTUBE	R&T: HWAY MAINT-KETONA	178.69	1900079639
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DOOR SUPPLIES, CERTIFIED MAIL - HWY ENG.	R&T: HWAY ENG & CONST	175.90	1900079640
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HOSE PIPE ADAPTOR AND AMMONIA 64OZ.	R&T: TRAFFIC ENGIN	4.99	1900079743
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SOD FOR DICKEY SPRINGS BRIDGE JOB - KETONA	R&T: HWAY MAINT-KETONA	77.00	1900079845
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CONCRETE NAILS, SOD, ADAPTER FOR PHONE	R&T: HWAY MAINT-KETONA	150.12	1900079788
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE IRWA SR-WA CERT. INV. 290777 - K. WATSON	R&T: RIGHT OF WAY	175.00	1900079786
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: GRADE STAKES FOR HSNB DIVISION_CDBG-DR	COMMUNITY DEV	13.94	1900079792
*DISTRICT 2					847.06	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MONEY DUE EMPLOYEE FROM PETTY CASH SHEILA NIXON	TAX ASSESS BHAM MAPPING	39.69	1900079638
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-PLAQUES FOR REFURB'D VEHICLES	SHERIFF ENFORCE-BHAM	12.00	1900079446
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-WINDOW TINT FOR UNDERCOVER VEH	SHERIFF ENFORCE-BHAM	30.00	1900079447
DISTRICT 3	1000193	JEFFERSON CO TREASURER	AMANAC & DICTIONARY-DR SIMS	SHER CORRECT-BHAM	41.94	1900079636
DISTRICT 3	1007938	U S BANK	ADMIN FEE 2005A1 SCH WAR 1-1-14 TO 12-31-14	FINANCE ADMIN	2,100.00	1900080029
DISTRICT 3	1007938	U S BANK	ADMIN FEE 2005A4 SCH WAR 1-1-14 TO 12-31-14	FINANCE ADMIN	2,100.00	1900080032
DISTRICT 3	1007938	U S BANK	ADMIN FEE 2005A2 SCH WAR 1-1-14 TO 12-31-14	FINANCE ADMIN	2,100.00	1900080030
DISTRICT 3	1007938	U S BANK	ADMIN FEE 2005B0 SCH WAR 1-1-14 TO 12-31-14	FINANCE ADMIN	2,100.00	1900080033
DISTRICT 3	1007938	U S BANK	ADMIN FEE 2005A3 SCH WAR 1-1-14 TO 12-31-14	FINANCE ADMIN	2,100.00	1900080031
*DISTRICT 3					10,623.63	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUP SVCS	148.66	1900079634
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET SUP SVCS	83.93	1900079637
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - GOLF CART REPAIRS, FOOD FOR EOC ACTIVATIONS	EMA	412.55	1900079631
DISTRICT 4	1029692	EARNEST/NINA BRASSEALE	SAFE ROOM REIMBURSEMENT - EARNEST BRASSEALE	EMA	4,000.00	1900079890
DISTRICT 4	1030626	JAMES KEITH GWIN	SAFE ROOM REIMBURSEMENT - KEITH GWIN	EMA	2,782.50	1900079641
DISTRICT 4	1032180	CLOTELE H BRANTLEY	TRAVEL FOR JDAI INTER-SITE CONFERENCE	FC ADMIN SERVICES	728.00	1900077794
*DISTRICT 4					8,155.64	

ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000075367

- CHANGE ORDER \$12,000.00 REFERENCE BID # 145-12 PURCHASE ORDER \$42,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN AND COUNTRY FORD, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000075417
CHANGE ORDER \$ 8,000.00 PURCHASE ORDER \$58,000.00 TOTAL
10. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THOMPSON TRACTOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000076078
CHANGE ORDER \$10,000.00 PURCHASE ORDER \$28,000.00 TOTAL
11. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM AUTO ELECTRIC AND CARBURETOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TIRE RECAPPING AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000076081
CHANGE ORDER \$12,000.00 PURCHASE ORDER \$39,000.00 TOTAL
12. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM FLEET PRIDE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000076085
CHANGE ORDER \$ 8,000.00 PURCHASE ORDER \$28,000.00 TOTAL
13. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM KENWORTH, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRUCK REPAIR PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000076587 CHANGE ORDER \$ 6,000.00
PURCHASE ORDER \$20,500.00 TOTAL
14. COOPER GREEN MERCY HEALTH SERVICES - PHARMACY FROM AMERICAN BUSINESS FORMS INCORPORATED DB/A AMERICAN SOLUTIONS, GLENWOOD, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICE # INVO1778984 DATED 5/08/14 FOR OVERRUN OF PHARMACY LABELS.
SAP PURCHASE ORDER # 2000078515 CHANGE ORDER \$ 809.62
PURCHASE ORDER \$8,905.82 TOTAL

For Week of 6/24/14 - 6/30/14

1. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR CLOROX BLEACH ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/10/14 - 7/09/15. REFERENCE BID # 110-14
2. SHERIFF'S DEPARTMENT FROM COBAN TECHNOLOGIES, HOUSTON, TX, TO PURCHASE IN-CAR VIDEO SYSTEM & ACCESSORIES. SAP PURCHASE ORDER # 2000080435 \$63,056.00 TOTAL REFERENCE BID # 114-14
3. INFORMATION SERVICES: ADMINISTRATION FROM SPRINT, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR COUNTY MANAGER AND FLEET MANAGEMENT FOR FY 14 SPRINT CELLULAR SERVICE. SAP PURCHASE ORDER # 2000075217 CHANGE ORDER \$ 700.00
REFERENCE BID # 128-12 PURCHASE ORDER \$304,030.00 TOTAL
4. COOPER GREEN MERCY HEALTH SERVICES FROM KNOX PEST CONTROL, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES FOR THE REMAINDER OF FY14. SAP PURCHASE ORDER # 2000076599 CHANGE ORDER \$1,500.00
REFERENCE BID # 204-11 PURCHASE ORDER \$5,076.00 TOTAL
5. INFORMATION SERVICES: ADMINISTRATION FROM SPRINT, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GENERAL SERVICES ELECTIONS FOR FY14 CELLULAR SERVICE.
SAP PURCHASE ORDER # 2000079484 CHANGE ORDER 6,000.00 REFERENCE BID # 128-12
PURCHASE ORDER \$10,500.00 TOTAL CLARITY CONTRACT # CON-00004440

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

Jul-10-2014-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE

PURCHASING DIVISION FOR THE WEEK 6/17/14 - 6/23/14 AND 6/24/14 - 6/30/14, BE AND THE SAME HEREBY IS APPROVED.

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

Jul-10-2014-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK 6/17/14 - 6/23/14 AND 6/24/14 - 6/30/14, BE AND THE SAME HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Revenue

Wesley Moore	\$220.00
Michael Humber	\$220.00
CRE Program	
Hoover, AL - July 11 & August 1, 2014	

Individual Staff Development

County Attorney

Allison Gault	\$374.36
CLE Seminar	
Tuscaloosa, AL - May 9, 2014	

Inspection Services

Michael Thomas	\$2,447.22
International Code Council Plan Review Institute	
Myrtle Beach, SC - August 3-9, 2014	

Environmental Services

David Denard	\$2,385.65
National Association of Clean Water Agencies Summer Conference	
Portland, OR - July 13-16, 2014	

For Information Only

Personnel Board

Colandus Murray	\$1,102.37
VMWare Global Knowledge Training	
Atlanta, GA - July 7-11, 2014	

Sheriff's Office

Wendell Major	\$735.60
Annual Alabama Association of Polygraph Examiners	
Orange Beach, AL - October 19-23, 2014	

Jude Washington	\$524.83
Tactical Medical Training	
Hattiesburg, MI - June 22-27, 2014	

Rickey Lindley	\$250.00
Diamondback Specialized CMV Training	
Hoover, AL - June 26-27, 2014	

Ellen Scheirer	\$1,455.30
Brian Streit	\$1,455.30
Advanced Techniques for Unresolved Death Investigations	
Gulfport, MS - August 24-29, 2014	

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. General Services \$1,000,000

Shift funds from salary (\$800,000) and various operating accounts to the electricity account to cover the cost for the remaining of the fiscal year.

Other Budget Transactions

2. Environmental Services \$20,188

Add a purchasing memorandum to purchase 1 replacement Gould's Model LF3196 Pump/no motor (\$7,867), and 1 Gould's Model LF3196 Pump w/15HP motor (\$12,321).

3. Environmental Services \$5,576

Add a purchasing memorandum to purchase 1 replacement Cyanide Distillation Unit.

4. General Services \$6,950

Add a Purchasing Memorandum to purchase 1 Gearbox with new Hold Down Hardware and Marley Synthetic Oil 1800CC-1800 CC2, 3.27:1.

5. Roads & Transportation \$1,063,884.43

Add a purchasing memorandum to purchase the following: 1 Honda Civic LX-S Sedan (\$17,905.73), 1 Ford Explorer 4WD (\$26,615.50), 2 Ford Fusion S Sedan (\$36,266), 2 Kubota O-Turn Lawn Mower (\$24,527.20), 5 brush trucks (\$936,025) and 1 Bituminous Adhesive Trailer (\$22,545).

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

Jul-10-2014-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Dynamic Systems, Inc. to provide maintenance support for Oracle Sun Production server hardware and software for the period September 1, 2014 - August 31, 2015 in the amount of \$41,153.13.

CONTRACT NO.: 00004522

Contract Amendment No. II

This Amendment to Contract entered into the 1st day July of 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dynamic System, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for Oracle Sun Production Server hardware and software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00004522. The original contract between the parties referenced above, was approved by the Commission on November 14, 2012, MB 164, Page(s) 98-100, amendment I was approved on September 26, 2013.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK:

To incorporate Dynamic Systems, Inc. quote #14-1447 v0 dated April 25, 2014 in the amount of \$41,153.13. Amendment II contracts date: 09/01/2014-08/31/2015.

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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.

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

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

DYNAMIC SYSTEM, INC.
_____, Authorized Representative

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

Jul-10-2014-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and Dex Imaging, Inc. to provide maintenance and support for Enterprise content management system software for the period January 1, 2014 - December 31, 2014 in the amount of \$26,250.

CONTRACT NO. 00004303

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of October 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, Dex Imaging, hereinafter referred to as the "Contractor" to provide Enterprise annual maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on October 9, 2012; minute book 163, pages(s) 587-589 is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: Contract term January 1, 2014 through December 31, 2014.

10. 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.

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

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

Dex Imaging
_____, Authorized Representative

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

Jul-10-2014-552

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and IBM Corporation to provide maintenance and support for Oracle/Sun non-production SAP servers for the period September 1, 2014 - August 31, 2015 in the amount of \$12,929.80.

CONTRACT NO.: 00002911

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and IBM Corporation, hereinafter referred to as the "Contractor" to provide Hardware Maintenance Support for Oracle/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:

This contract amendment results from Jefferson County's Contract No. 00002911. The original contract between the parties referenced

above, was approved by the Commission on November 14, 2012, MB 164, Page 97.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 09/01/2014 to 08/31/2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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.

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

JEFFERSON COUNTY COMMISSION

IBM Corporation

W. D. Carrington, President

_____, Authorized Representative

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

Jul-10-2014-553

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Milliman, Inc. to perform actuarial and policy related services for the Indigent Healthcare Program in the amount of \$230,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 7th day of July 2014, by and between Jefferson County, Alabama, hereinafter called "the County", and Milliman, Inc. located at 111 Monument Circle, Suite 601, Indianapolis, IN 46204-5128, hereinafter called "the Consultant".

WHEREAS, the County desires to contract for consultant services for actuarial and policy-related services related to the County's indigent healthcare program.

WHEREAS, the Consultant desires to furnish said services to the County.

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

ENGAGEMENT OF CONSULTANT: The County hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: The Consultant agrees to perform certain services, which services shall include the following:

Phase I: Population Modeling and Policy & Program Analysis. Consultant agrees to perform actuarial and policy related services for the County's indigent healthcare program. The entire scope of services for Phase I is attached hereto as Exhibit A and incorporated herein by reference.

Compensation: As full compensation for the Consultant's professional services for Phase I, the County agrees to pay the Consultant a fixed fee of \$80,000. An invoice for 50% of the amount of Phase I will be billed upon acceptance of this project. Upon completion of Phase I, the remainder of the Phase I project cost will be billed.

If after the completion of Phase I by the Consultant, the County desires the Consultant assist with program development, the County Manager by written request may request Consultant perform additional services known as Phase II.

Phase II: Program Development and Implementation. Consultant agrees to develop and implement a managed care plan for the County's indigent population which will include assistance with procurement and contract negotiations. The entire scope of services for Phase II is attached hereto as Exhibit A and incorporated herein by reference.

Compensation: As full compensation for the Consultant's professional services for Phase II, the County agrees to pay the Consultant a fixed fee of \$150,000. An invoice for 50% of the Phase II amount will be invoiced when the County authorizes Phase II to be completed, with the remainder invoiced upon project completion.

Consultant acknowledges and expressly agrees that Consultant shall report to, work with and provide advice to the County Manager and not to any individual member or subset of members of the Jefferson County Commission.

To the extent that there is any conflict between this document and the language contained in the scope of work and provisions contained in Exhibit A, the language of this document shall prevail.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this agreement shall commence on July

7, 2014, at which time Consultant shall begin work and shall continue until the services are completed.

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

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Federal District Court for the Northern District of Alabama if both a state and a federal court have subject matter jurisdiction over the dispute, and the Circuit Court of Jefferson County, Alabama, Birmingham Division if no federal jurisdiction is present. Both parties agree to waive the right to a trial by jury.

STATEMENT OF CONFIDENTIALITY: Consultant agrees that any information accessed or gained in performance of those duties will be maintained in 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. The confidentiality obligations of Consultant set forth above shall not apply to any information of County which: (i) was in the public domain at the time of County's communication thereof to Consultant; (ii) enters the public domain through no breach of this provision subsequent to the time of County's communication thereof to Consultant; (iii) was in Consultant's possession free of any obligation of confidentiality at the time of County's communication thereof to Consultant; or (iv) is developed by Consultant without reference to the information of County.

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

The Consultant shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

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

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

TERMINATION OF CONTRACT: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

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

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

Consultant: Jeremy D. Palmer, FSA, MAAA
Milliman, Inc.
111 Monument Circle
Suite 601
Indianapolis, IN 46204-5128
County: Jefferson County Manager
716 N Richard Arrington Suite 830

Birmingham, AL 35203

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

INSURANCE: The Consultant will maintain general liability insurance in an amount to be determined by the Consultant to protect him and the County from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement Including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Consultant is also required to include the bid number on the evidence of insurance.

LIMITATION OF LIABILITY: The parties agree that Consultant, its officers, directors, agents and employees, shall not be liable to County, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of 3 times the professional fees paid to Consultant with respect to the work in question or \$3,000,000, whichever is less. In no event shall Consultant be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Consultant.

THIRD PARTY DISTRIBUTION: Consultant's work is prepared solely for the use and benefit of County in accordance with its statutory and regulatory requirements. Consultant recognizes that materials it delivers to County may be public records subject to disclosure to third parties, however, Consultant does not intend to benefit and assumes no duty or liability to any third parties who receive Consultant's work and may include disclaimer language on its work product so stating. County agrees not to remove any such disclaimer language from Consultant's work. To the extent that Consultant's work is not subject to disclosure under applicable public records laws, County agrees that it shall not disclose Consultant's work product to third parties without Consultant's prior written consent; provided, however, that County may distribute Consultant's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Consultant's work product for any purpose other than to provide services to County, or (ii) any applicable regulatory or governmental agency, as required.

USE OF NAME: Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to the other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that party's prior written consent for each such use or release, which consent shall be given in that party's sole discretion.

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

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

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

of assistance in obtaining any amendment to this contract or any other contract with the Consultant for which compensation will be claimed during the period of time this contract is being performed.

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

MISCELLANEOUS:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. This agreement shall be modified only by written agreement duly executed by the County and the Consultant.
- c. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- d. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

CONSULTANT:

Jeremy D. Palmer
Principal and Consulting Actuary

JEFFERSON COUNTY, ALABAMA

W.D. Carrington
President, Commissioner

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

Jul-10-2014-554

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Carol Leitner, M.D. to provide surgical services to October 10, 2015 in the amount of \$212,160.

Contract ID: CON-00005639

Carol Leitner, MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Carol Leitner, MD, hereinafter referred to as "Surgeon," is hereby effective on October 12, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on October 10, 2013, and recorded in Minute Book 165; Page(s) 397 - 402, is hereby amended as follows:

- Extend the completed date of this contract October 10, 2015.
- 3.1 Note that Exhibit A has changed.
- 3.1.2 Professional Liability Insurance. During the term of this Agreement, Physician agrees to maintain medical malpractice insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide to County a certificate of insurance and comply with County risk management policies.
- 3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5th) day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder. (Exhibit B1, B2 and C)
- 5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

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

JEFFERSON COUNTY, ALABAMA
W. D. CARRINGTON, President

PROVIDER
Carol Leitner, M. D.

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

Jul-10-2014-555

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham (UAB) to form the Alabama Coalition for Testing, Interventions and Engagement in Hepatitis C Care (ACTIVE-Care) Project, a coalition of specialist in HCV management, primary care providers and public health representatives for a period of up to four years.

SCHOOL OF MEDICINE
Department of Medicine
Memorandum of Understanding
Alabama Coalition for Testing, Interventions and Engagement in Hepatitis C Care
(ACTIVE-Care)

This Memorandum of Understanding ("MOU") is agreed upon this 15th day of May, 2014, by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("UAB") and Jefferson County Commission d/b/a Cooper Green Mercy Health Services("Community Partner").

Background

Approximately 3 million persons are living with hepatitis C virus (HCV) infection in the United States. Persons with HCV are at risk for developing cirrhosis and hepatocellular carcinoma (HCC) (the fastest growing cause of cancer-related deaths in the United States), both of which can lead to end-stage liver disease and liver failure. Annual health-care costs for HCV-infected persons are 5-fold higher than those for other patients. Despite new FDA-approved, curative therapies, recent data indicate that only 50% of infected persons with HCV in the United States have been tested for this infection. Of these, 32%-38% are referred for care, 7%-11% are treated, and 5%-6% achieve virologic cure; these low proportions reflect gaps in health-care delivery at every stage of the HCV continuum of care. Recent licensure by FDA of highly effective, well-tolerated, all-oral regimens for the treatment of HCV infection hold promise to curb rising HCV-related morbidity and mortality and stop transmission. As management and treatment becomes less complex, better tolerated, and more effective, training community-based health-care providers (e.g., primary-care physicians) to treat HCV will be an important measure for improving access and reducing barriers to both testing and treatment. The prioritization of treatment of positive cases identified during the screening process will be in accordance with the national guidelines of the infectious Diseases Society of America, "Recommendations for Testing, Managing, and Treating Hepatitis C," based on the availability of resources within the coalition.

Purpose

This MOU defines the conditions where UAB and the Community Partner will form a coalition of specialists in HCV management, primary-care providers and public health representatives. The coalition purposes are 1) to serve populations with HCV-related health disparities (e.g. racial/ethnic minorities, persons with low socio-economic status, persons in the 1945-1965 birth-cohort, and persons who inject drugs) and 2) to strengthen health-care capacity of the coalition to diagnose and cure HCV through implementation of a package of services.

Reporting

The UAB 1917 clinic in the Division of Infectious Diseases ("UAB 1917") and the UAB Liver Center in the Department of Gastroenterology will collect patient-level data regarding HCV testing and treatment from the Community Partner in order to measure the performance of the Community Partner in identifying and treating patients with hepatitis C. The Centers for Disease Control and Prevention ("CDC") had provided specific goals as follows: (1) increased capacity of primary-care providers to diagnose and cure HCV infection among the disproportionately affected population; (2) increased capacity of primary-care providers to use electronic medical records ("EMR"s) to enhance testing and HCV care; (3) increased capacity and availability of data sources to evaluate a package of services and monitor outcomes; (4) increased health department capacity to gather and follow-up on reports of current hepatitis C cases in the target population; (5) development of a package of services associated with improved HCV diagnosis and cure; (6) increased HCV testing at health-care sites and in the community; (7) meeting or exceeding established goals for the number of persons who are diagnosed with current HCV infection among

those tested; and (8) meeting or exceeding established goals for the number of persons who are treated and cured of HCV infection. According to the CDC, these outcomes in turn will serve the larger goal of reduced HCV-related morbidity and mortality for the entire coalition (including Community Partner and several other sites) as follows: (A) an annual increase of 50% or at least 2000 persons, whichever is greater, in the number of persons diagnosed with current HCV infection; (2) an annual increase of 50% or at least 2500 persons, whichever is greater, in the number of persons with current HCV infection (diagnosed either before or during the year) placed on treatment (based on American Association of Study for Liver Diseases and Infectious Diseases Society of America guidelines) and cured of infection each year.

Partnership Terms

Whereas, the Alabama Coalition for Testing, Interventions and Engagement in Hepatitis C Care ("ACTIVE-Care") is being organized in response to the CDC's "Community-based Programs to Test and Cure Hepatitis C"; and

Whereas, UAB- proposes to become the lead agency for the purposes of a grant application to CDC for the ACTIVE-Care Project; and

Whereas, UAB desires to have the full and equitable participation of community partners with special and/or particular interest in reducing the burden of hepatitis C in Central Alabama ACTIVE-Care; and

Whereas, the details of budgetary rules for the ACTIVE-Care will be established during the first 1-2 months of operations after notification of grant award; and

Whereas, UAB recognizes that without satisfactory transparent budgetary rules the ACTIVE-Care Project will fail to achieve its intended goals; and

Whereas, this MOU may be modified by mutual consent of authorized officials from UAB and the Community Partner; and,

Whereas, the parties shall agree upon this MOU upon signature by the authorized officials from UAB and the Community Partner, remaining in effect until modified or terminated by one of the partners; and

Whereas, this MOU agreed upon by and between the UAB and Community Partners shall end at the time that the cooperative agreement between the CDC and UAB ends; and

Whereas, the CDC will continue the award based on the availability of funds, the evidence of satisfactory progress by the awardee (as documented in required reports provided by UAB), and the determination that continued funding is in the best interest of the federal government; and

Whereas, the cooperative agreement with the CDC is expected to have a maximum duration of 4 years from the start of the program with the anticipate start date being August 31st, 2014.

Now, therefore, in consideration of the premises described above and the mutual promises and agreements set forth in this MOU, the parties agree that, if the CDC awards UAB the grant to be the lead agency for the ACTIVE-Care Project, each will fulfill the promises, role and responsibilities as follows:

Relating to the creation of the ACTIVE-Care Project and the role of UAB:

1. UAB has the fiduciary responsibility for the integrity of the funds granted to the ACTIVE-Care project; and,
2. UAB will facilitate the development and implementation of an agreed upon governance structure within 30 days of the notification of grant award; and,
3. UAB agrees to define the curriculum, to identify hepatitis C specialists (trainers) and coordinate training of and consultation with primary-care providers serving at the Community Partners (physicians, physician assistants and nurse practitioners) in screening and management of chronic hepatitis C; and,
4. UAB agrees to provide training by using tele-health case conferences , regularly ministered by HCV management specialists based on prior evidence-based models (<http://www.echo.unm.edu>) to Community Partners; and,
5. UAB agrees to make HCV specialists available through a Medical Information Service via Telephone (MIST) - a toll-free, 24-hour service which connects physicians and healthcare professionals for immediate access regarding questions about HCV management; and,
6. UAB agrees to enroll these training activities in Continuing Medical Education (CME) initiatives for CME credit compensation to Community Partners; and,
7. UAB agrees to promote awareness and prevention at Community Partner site by providing (A) dissemination of patient education materials in the form of handouts, ads, newspapers, i-phone applications; (B) creation of peer education and support group mechanisms; (C) participation in activities of the Hepatitis C Awareness Day (D) implementation of hepatitis C testing reminder prompts in the electronic health record of the Community Partner,

Relating to the role and responsibilities of the Community Partner:

1. The Community Partner agrees to participate with UAB in the ACTIVE-Care Project.
2. The Community Partner agrees to designate a representative to serve as a member of the ACTIVE-Care Project.
3. The Community Partner agrees to provide pertinent information regarding demographics and service volume for the purposes of programmatic planning of the above interventions and to define project goals.

4. Community Partners agree to provide access to a UAB hired site coordinator, to carry out (A) the identification of patients who were screened for HCV; (B) the collection of demographic and clinical information, as well as data regarding HCV treatment outcomes whenever applicable; (C) the entry of patient data in the secured reporting electronic database; (D) case management of patients experiencing difficulties in access to care and/or HCV treatment and (E) collect patient reported outcomes data for patients diagnosed with hepatitis C.

5. The Community Partner agrees to grant the site coordinator full access to laboratory reporting, pharmacy records, patient's charts that are pertinent to this ACTIVE-Care project according to the Community Partner confidentiality rules, unless information is required to address specific non-related issues.

6. Community Partner will work the UAB Central Case Manager and other project investigators to develop mechanisms to increase uninsured-patient access to HCV testing and treatment by means of increasing enrollment in Medicaid, other insurance mechanisms as applicable, UAB Charity Care and/or drug-company sponsored Patient Assistance Programs; and,

The parties both agree to coordinate initiatives, actions and resources for the outcomes and mission of the ACTIVE-Care Project.

Contact Information

Community Partner: Cooper Green Mercy Health Services

Marc Sussman, MSHA

Health Services Project Administrator

1515 Sixth Avenue South, Room 129

Birmingham, Alabama 35233

205.918.2351 Office

205.259.3608 Mobile

sussmanm@jccal.org

The UAB Liver Center Omar I. Massoud

Assistant Professor of Medicine

Director, Clinical Research

1720 2nd Ave South, BDB 398

Birmingham, Alabama 35294-0005

Phone: (205) 975-5676

Fax: (205) 975-9777

omassoud@uab.edu

The UAB 1917 Clinic Michael S. Saag, MD

Professor of Medicine, Jim Straley Chair in AIDS Research

Director, Center for AIDS Research

845 19th Street South / BBRB 256

Birmingham, Alabama 35294-2170

Email: msaag@uab.edu

In witness whereof, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

W. D. Carrington, President

Jefferson County Commission d/b/a Cooper Green Mercy Health Services

Michael S. Saag, M. D.

Professor of Medicine, Director UAB Center for AIDS Research, UAB 1917 Clinic

Omar I Massoud, MD

Assistant Professor, Director of Clinical Research, UAB Liver Center

University of Alabama at Birmingham

Lynn Stedman, MBA

Director, UAB Office of Sponsored Programs

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

Jul-10-2014-556

WHEREAS, the polling location, Precinct 3260, Masonic Lodge West Jefferson, is no longer allowing the use of their facilities as a polling place; and

WHEREAS, the West Jefferson Recreation Center, located at 7000 West Jefferson Road, West Jefferson, 35130, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Masonic Lodge West Jefferson be relocated to the West Jefferson Recreation Center.

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

Jul-10-2014-557

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.

FY2014 Emergency Preparedness Grant Cooperative Agreement with the Alabama Emergency Management Agency to provide state funding in the amount of \$11,659 for the sole purpose of emergency management preparedness program to be matched 50/50 with local funds.

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

Jul-10-2014-558

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the General Election held on April 1, 2014 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

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

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

Jul-10-2014-559

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.

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

Jul-10-2014-560

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

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

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

execution; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, David Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Housing Scattered-Site Tiered Review.

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

Jul-10-2014-561

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs and Community Development Block Grant Disaster Recovery; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for its Tiered Environmental Review for its scattered housing site programs as required by applicable laws and regulations; and,

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the CDBG and CDBG-DR scattered site housing programs serving the Jefferson County Community Development Consortium.

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

Jul-10-2014-562

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with YWCA- Interfaith Hospitality House (HESG13-ES-YINT) for an amount not to exceed \$33,431.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and YWCA-Interfaith Hospitality House (HESG13-ES-YINT) for an amount not to exceed Thirty Three Thousand Four Hundred Thirty One and no/100 Dollars (\$33,431.00). This agreement is from Program Year 2013 federal funds.

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

Jul-10-22014-563

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with Pathways (HES13-ES-PW) for an amount not to exceed \$23,431.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and Pathways (HESG13-ES-PW) for an amount not to exceed Twenty Three Thousand Four Hundred Thirty One and no/100 Dollars (\$23,431.00). This agreement is from Program Year 2013 federal funds.

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

Jul-10-2014-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the City of Lipscomb to provide assistance with storm related debris removal.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
JEFFERSON COUNTY COMMISSION AND THE CITY OF LIPSCOMB,
ALABAMA REGARDING REQUEST FOR ASSISTANCE WITH STORM
RELATED DEBRIS REMOVAL

WHEREAS, Alabama law authorizes local governments to contract with each other; and

WHEREAS, Jefferson County ("the County") experienced significant damage due to severe storms, tornadoes, straight-line winds, and flooding during a severe weather outbreak that began on April 28, 2014; and

WHEREAS, the City of Lipscomb ("the City") is in need of assistance with storm related debris removal and has asked the Jefferson County Commission to aid in the cost of the project; and

WHEREAS, the County and the City desire to cooperate with one another to effectuate the removal of storm related debris along Avenue K in Lipscomb.

NOW THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County agrees to use its force account labor and equipment to remove debris related to the April 28, 2014 storm from along Avenue K in Lipscomb.
2. The City agrees to allow the County to enter upon debris is to be removed.
3. By signing this MOU, neither the County nor the City assumes any risk, future liability, or future responsibility for any portion of Avenue K located within the jurisdiction of the City of Lipscomb. The County specifically disclaims any liability owed to, or any wrongful conduct against, the City and/or third parties.
4. Furthermore, this MOU is not, and shall not be construed as, an admission by either the County or the City of any road maintenance and/or repair responsibilities. The parties agreed that neither this MOU nor the acts arising from and related to this MOU will be used against either of the parties for purposes of determining whether the City or the County is responsible for the maintenance and/or repair of Avenue K, including but not limited to, under Sections 11-49-80 and 11-49-81, of the Code of Alabama (1975).

IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the parties subscribed below.

W.D. Carrington, President
Jefferson County Commission
Lance McDade, Mayor
City of Lipscomb, Alabama

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

Jul-10-20-14-565

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 25, 2014
Purpose: Payment to Betty K. Boyd – Tr. No. 29 for Additional Payment for "Replacement Housing Payment: - per federal law as a moving cost incurred to have owner purchase a new home that meets "Decent, Safe & Sanitary" conditions - Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 29 Agent: Alan K. Dodd
Price: \$39,900.00
Pay to the order of: Betty K. Boyd
Mailing Address: 1666 Patton Chapel Road
Birmingham, AL 35226
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-566

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 24, 2014
Purpose: Payment to Andrew Troyer for acquired Temporary Construction Easement that contains 0.063 acres, more or less (site address) – 3337 Chartwell Road, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 36 Agent: Alan K. Dodd
Price: \$1,365.00
Pay to the order of: Andrew Troyer
Mailing Address: 3337 Chartwell Road
Birmingham, AL 35226
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-567

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 24, 2014
Purpose: Payment to Vicki Schultz for acquired Temporary Construction Easement that contains 0.030 acres, more or less (site address) – 1753 Patton Chapel Road
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 39 Agent: Alan K. Dodd

Price: \$650.00
Pay to the order of: Vicki Schultz
Mailing Address: 1753 Patton Chapel Road
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-568

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 24, 2014
Purpose: Payment to Donald Lee Johnston for acquired Right of Way 0.011 acres, more or less and the TCE contains 0.004 acres, more or less (site address) – 1823 Polo Court, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr.53 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Donald Lee Johnson
Mailing Address: 1823 Polo Court
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-569

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 24, 2014
Purpose: Payment to Doris A. Kruse for acquired Temporary Construction Easement that contains 0.016 acres, more or less (site address) – 1827 Polo Court, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 54 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Doris A. Kruse
Mailing Address: 1827 Polo Court
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-570

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 25, 2014
Purpose: Payment to Nora Nash for acquired Temporary Construction Easement that contains 0.045 acres, more or less (site address) – 3400 Wellford Circle, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 72 Agent: Alan K. Dodd
Price: \$975.00
Pay to the order of: Nora Nash
Mailing Address: 3400 Wellford Circle
Birmingham, AL 35226
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-571

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: June 24, 2014
Purpose: Payment to James E. Kelly for acquired TCE that contains 0.039 acres, more or less (site address) – 1747 Patton Chapel Rd, Hoover, AL Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 77
Agent: Alan K. Dodd
Price: \$845.00
Pay to the order of: James E. Kelly
Mailing Address: 1747 Patton Chapel Road
Hoover, AL 35226
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-10-2014-572

CONTRACT ID: CON-00004586

Alabama Department of Senior Services

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

WHEREAS, Jefferson County Commission has received a Notification of Grant Award (NGA) for supplemental funding to the Ombudsman Program - CMP for Long Term Care and Elder Right Training in this region- in the amount of \$800.00 from ADSS; and

WHEREAS, the term of the grant award is March 19, 2014 through September 30, 2014; and

WHEREAS, these are state dollars and do not local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$800.00 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; and

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

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

Jul-10-2014-573

Contract ID: 0006415

Alabama Department of Senior Services

Title V-Senior Community Service Employment Program (SCSEP)

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 to provide a community service and work-based training program for older workers in Jefferson County; and

WHEREAS, the term of the Grant Agreement is July 1, 2014 through June 30, 2015; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$269,689.00; and

WHEREAS, these are Federal dollars and requires local match or in-kind match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this Grant Agreement for \$269, 689.00 to provide services as outlined under the Older Americans Act Title V 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; and

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

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

RESOLUTION

Whereas, it is the policy of the Jefferson County Commission to recognize outstanding public servants for their dedication to the citizens of Jefferson County, Alabama; and

Whereas, Donnie West has served the citizens of Jefferson County as the Fire Chief of the Center Point Fire District since 2011; and

Whereas, the Center Point Fire District is the largest and busiest fire district in the state of Alabama; and

Whereas, Donnie West strives to be the best he can be as evidenced by his two Masters of Science Degrees; and

Whereas, in addition to his duties as fire chief, Donnie West serves as Operations Chief on the Alabama Incident Management Team (IMT), which is a highly skilled group of professionals who manage the immediate aftermath of a disastrous event such as a tornado; and

Whereas, Donnie West is an advocate for firefighters and believes in professional development, firefighter health and wellness and believes in delivering the very best care and service for those whom he serves; and

Whereas, Donnie West goes beyond the call of duty and serves as a faculty member for two colleges, serves as an instructor for the Sheriff's Department, is a certified peace officer and has served Center Point Fire District for 38 years; and

Whereas, Donnie West has been named Fire Chief of the Year (in the combined category) by the Alabama Association of Fire Chiefs Association.

Now, therefore, be it resolved that the Jefferson County Commission congratulates Donnie West on receiving this honor and expresses our sincere thanks for all that he does on behalf of the citizens of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 10th day of July, 2014.

David Carrington, President
George F. Bowman, Commissioner
Sandra Little Brown, Commissioner
T. Joe Knight, Commissioner
James "Jimmie" Stephens, Commissioner

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

Jul-10-2014-574

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Security Engineers, Inc. to provide temporary security services for a period of six (6) months from the date of Commission approval in the amount of \$85,350.

CONTRACT NO. ITB 103-14

PROFESSIONAL SERVICES CONTRACT

Temporary Staffing: Security Personnel

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and Security Engineers, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be from the date of Commission approval.

WHEREAS, the County desires to contract for executive search for the General Services Department, hereinafter called "General Services"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to provide temporary personnel services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation To Bid (ITB) 103 114, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Services. The Contractor shall provide temporary security personnel in a satisfactory and proper professional manner in accordance with the scope of services as follows:

VENDOR REQUIREMENTS:

- Provide clean uniforms for Security Officers.
- Ensure that all officers report to duty stations on time.
- Vendor must provide replacement officers for any officer reporting off or any officer who leaves early for any reason within an hour of start of assigned shift or within an hour of officer vacating assigned duty station if requested by Jefferson County Chief of Security or an assigned designee. Any officer who has been requested to vacate his post by Jefferson County Chief of Security or an assigned designee for reasons other than to report to another duty station will not be permitted to return unless cleared in writing by said Chief or designee to the vendor.
- Vendor on site Armed Security Officer Supervisor will be responsible for all vendor supplied officers and will report to Jefferson County General Services Chief of Security.
- Vendor must present documentation proving minimum qualifications of each officer to General Services Chief of Security prior to each officer being allowed to work on County premises.

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED SECURITY OFFICER:

- a. Knowledge of principles, practices and procedures used in security work.
- b. Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire, and disaster procedures,
- c. Ability to respond to emergency situations.
- d. Ability to communicate both orally and in writing.
- e. Ability to establish and maintain working relationships with other employees and the public. f. Ability to enforce rules and regulations of the Jefferson County Commission

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED SECURITY OFFICER SUPERVISOR:

- a. Knowledge of principles, practices, and procedures used in security work
 - b. Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire, and disaster procedures.
 - c. Ability to supervise subordinate personnel.
 - d. Ability to respond to emergency situations.
 - e. Ability to communicate both orally and in writing.
 - f. Ability to establish and maintain working relationships with other employees and the public.
 - g. Ability to enforce rules and regulations of the Jefferson County Commission and Jefferson County General Services Department.
- Ability to maintain records, payroll, sick time and vacation schedules for five or more security officers.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional security personnel to the General Services Department at any time after the effective date of this Contract. The completion date of all services under this Contract is six (6) months from the date of Commission approvals with an option to renew for two (2) additional six (6) month terms

4. COMPENSATION: (See Price Schedule herein in Exhibit A (ITB Vendor Response)

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

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

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

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

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

10. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from 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. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During

performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

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

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13.9

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

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

Authorized Representative for Contractor

Security Engineers, Inc.

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President

Jefferson County Commission

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

Jul-10-2014-575

WHEREAS, the Jefferson County Commission originally approved a resolution on May 30, 2013 in Minute Book 165, Page 75

authorizing an Agreement between Jefferson County, Alabama and Bridge Ministries Inc. for a Federal Emergency Solutions Grant (HESG12-HP-RRH-BM); and

WHEREAS, the Agreement was previously amended on January 31, 2014, in Minute Book 166, Pages 58-59.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to August 29, 2014. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Bridge Ministries, Inc. (HESG12-HP-RRH-BM), hereinafter call the "the Contractor" to provide services for the homeless and those at risk of becoming homeless population in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

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

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 75.

Said contract was previously amended on January 31, 2014, in Minute Book 166, Pages 58-59, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to August 29, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Lisa Isay

Bridge Ministries, Inc.

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

Jul-10-2014-576

WHEREAS, the Jefferson County Commission approved a resolution on October 21, 2013 in Minute Book 165, Page 443 authorizing an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the Concord Drainage Improvements Project (CDBG-DR-12-03I-U03-CDI); and

WHEREAS, the Agreement was previously amended on April 24, 2014, in Minute Book 166, Page 220.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to increase the contract amount an additional Eighteen Thousand Nine Hundred and no/100 Dollars (\$18,900.00). The increase in cost is for additional work required by Jefferson County Roads and Transportation Department. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter called "the County," and Sentell Engineering Inc., hereinafter called "the Contractor" to provide engineering services for the Concord Drainage Improvements Project (CDBG-DR-12-03I-U03-CDI). The effective date of this agreement shall be October 21, 2013.

WITNESSETH:

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

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

The contract between the parties which was approved by the Jefferson County Commission on October 21, 2013, in Minute Book 165, Page 443.

Said contract was previously amended on April 24, 2014, in Minute Book 166, Page 220; is hereby amended as follows:

1. Increase the contract amount an additional \$18,900.00. The increase in cost is for additional work required by Jefferson County Roads and Transportation. The total compensation to be paid the Contractor shall not exceed \$149,000.00.

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

JEFFERSON COUNTY, AL
W.D. Carrington, President
Jefferson County Commission
CONTRACTOR
Gilbert Sentell, P.E., P.L.S.

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

Jul-10-2014-577

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification for Change Order #2 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose of Change Order #2 is to extend the contract an additional 180 days. The new completion date shall be January 4, 2015. All other conditions and terms shall remain the same. This project is from the 2010 program year.

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

Jul-10-2014-578

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL). The modification is to extend the contract requested by Amendment #3. The new completion dates shall be March 29, 2015. All other terms and conditions of the original contract shall remain the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #3

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2011 in Minute Book 162, Page 259, and amended on February 14, 2013, in Minute Book 164 Page 408, and amended on February 13, 2014 in Minute Book 166, Page 86, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Hatch Mott McDonald, for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The new completion dates shall be March 29, 2015. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL
W. D. Carrington, President
Jefferson County Commission
CONSULTANT

Senior Project Manager

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

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and other HUD program funds; and

WHEREAS, area municipalities expressed their desire to participate in the Jefferson County Community Development Consortium by entering into cooperation agreements with Jefferson County, AL.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President be and he hereby is authorized, empowered and directed to execute the attached Cooperation Agreements for twenty Five (25) municipalities that make up the Jefferson County Consortium for the Community Development Block Grant Program. These agreements authorize participation of the following municipalities in the Fiscal Years 2015, 2016 and 2017 Community Development Block Grant Program, HOME Program, ESG Program and other HUD programs:

City of Brighton
Town of Brookside
City of Center Point
City of Clay
City of Fairfield
City of Fultondale
City of Gardendale
City of Graysville
City of Homewood
City of Hueytown
City of Irondale
Town of Kimberly
City of Leeds
City of Lipscomb
City of Midfield
Town of Morris
City of Mountain Brook
Town of Mulga
City of Pleasant Grove
Town of Sylvan Springs
City of Tarrant
City of Trussville
City of Vestavia Hills
City of Warrior
Town of West Jefferson

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Department of Roads and Transportation to temporarily close Mud Creek Road between Dogwood Grove Road and Ground Hog Road to remove a corroded corrugated metal drainage culvert and replace with a reinforced concrete culvert beginning Saturday, July 26th and expected to be reopened at the end of the day, be and hereby is approved.

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

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Brown seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, July 24, 2014.

President

ATTEST

Minute Clerk