

STATE OF ALABAMA)

JEFFERSON COUNTY) July 11, 2013

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 Stephens seconded by Commissioner Brown that the Minutes of June 27, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on July 9, 2013, and approved the following items to be placed on the July 11, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and Addendum Item 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 28.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 16 and Addendum Items 1 through 7.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Item 1.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 11 and Addendum Item 8.

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Jul-11-2013-472

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

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

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

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

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

Z-2013-016 Sedgewood Development, LLC, owner; David Null, agent. Change of zoning on part of Parcel ID# 8-17-0-0-17.17, Lot 37 of the Sedgefield Subdivision, in Section 17 Twp 15 Range 2 West from A-1 (Agriculture) to R-1 (Single Family) to consolidate zoning on a lot of record. (Case Only: 7525 Sedgefield Drive, Morris, AL 35116) (GLENNWOOD) (0.44 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-016 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jul-11-2013- 473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:  
Kenneth Bailey, Sheriff's Office was granted a military leave of absence from October 23, 2012 to June 14, 2013 and the amount of pension contributions due Kenneth Bailey is \$1,644.72 plus the County matching contributions of \$1,644.72 for a total of \$3,289.44.

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

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Jul-11-2013-474

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

- A. Agreement with Lloyd, Gray, Whitehead & Moore to provide legal services for FY2013-2014 in the amount of \$175,000
- B. Agreement with Balch & Bingham, LLC to provide legal services for FY2013-2014 in the amount of \$175,000
- C. Agreement with Perceptive Software to provide maintenance & support for ImageNow system for FY2013-2014 in the amount of \$12,418

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

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Jul-11-2013-475

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. to provide professional engineering services associated with the Landfill Financial Assurance Determination, FY2011-12.

AGREEMENT TO PROVIDE  
ENGINEERING SERVICES FOR THE JEFFERSON COUNTY  
LANDFILL FINANCIAL ASSURANCE DETERMINATION,  
FY 2011/2012

This AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2013 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2011/2012.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the written practices of the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

Section 1 - Obligation of CONSULTANT to COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal year 2011/2012. The engineering, reporting, and administrative tasks will consist of the following activities:

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30<sup>th</sup> 2012.

2. The CONSULTANT will incorporate Santek Environmental's data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed of as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

Section 2 - Obligation of the COUNTY to the CONSULTANT:

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project.
2. The COUNTY agrees that the format used for the FY2010-2011 Financial Assurance Report is acceptable.
3. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.
4. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.
5. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

Section 3 - Conferences and Visits to Site:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Section 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
2. Provided that the data furnished by others is in a readily usable format, CONSULTANT will complete the scope of work as outlined in this AGREEMENT within thirty (30) days, exclusive of County review time, after receipt of the year's data.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III – PAYMENT

Section 1 - Payment:

1. For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows.
2. For the work contemplated under Article I. Section 1, compensation will be computed on the basis of Cost Plus Fixed Fee contract. The Cost Plus Fixed Fee will include a maximum cost of Nine Thousand Seven Hundred fifty-Two Dollars (\$9,752.00), plus a fixed professional fee of One Thousand One Hundred Seventy Dollars (\$1,170.00), for a total maximum contract amount of Ten Thousand Nine Hundred Twenty-Two Dollars, (\$10,922.00) as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services ....	\$9,752.00
Professional Fee	\$1,170.00
Total Contract Amount...	\$10,922.00

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform this contract based on a thirty (30) day timeframe. The contract amount will not be exceeded except by formal amendment to this AGREEMENT.

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2 - Final Payment as a Release:

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1 - Changes of Work:

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

Section 2 - Ownership of Engineering Documents:

1. Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Jefferson County Chief Finance Officer.

Section 3 - Consultant's Endorsement:

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

Section 4 - Delays and Extensions:

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

Section 5 - Termination or Abandonment:

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.
2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten- (10) day's written notice and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:
  - a. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - b. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - c. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH:

1. The Contract may be terminated by the OWNER for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
  - a. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.
  - b. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
  - c. Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the OWNER.
  - d. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
2. Before the Contract is terminated, the Consultant will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.
3. Upon receipt of notice from the OWNER that the Contract has been terminated, the Consultant shall immediately discontinue all

operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the OWNER by the Consultant.

Section 7 - Controversy:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer in the matter shall be final and conclusive for both parties.

Section 8 - Responsibility for Claims and Liability:

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense 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 breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement.

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

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability Insurance.....	\$1,000,000.00 each claim

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

Section 9 - General Compliance with Laws:

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

Section 10 - Subletting, Assignment or Transfer:

1. There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

Section 11 - Employment of County Workers:

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

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

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

Section 12 - Control:

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

Section 13 - Conditions Affecting Work:

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions, which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

a. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4.

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

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

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION:

1. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof.. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15 – STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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

ARTICLE V

Section 1 - Executory Clause:

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ENGINEERING SERVICE ASSOCIATES, INC. on the day of \_\_\_\_\_ 2013, and the COUNTY on the day of \_\_\_\_\_ 2013.  
ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, P.E., President

RECOMMENDED:

George Tablack, Chief Finance Officer, Jefferson County

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

W.D. Carrington, President

Jefferson County Commission

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

Jul-11-2013-476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and B. L. Harbert International, LLC for the Valley Creek WWTP Final Clarifier Renewal Project which extends the contract term to 265 days.

AMENDMENT NO. 1

TO

Valley Creek WWTP Final Clarifiers Renewal Project

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and B.L. Harbert International, LLC, hereinafter called "the CONTRACTOR" to extend the Contract Completion date to June 7, 2013.

WITNESSETH:

WHEREAS, the OWNER agrees that due to the weather and weather sensitive nature of the sand-blasting and painting process, additional time was necessary to complete the Sand-Blasting and Painting Portion of this Contract per Scope of Work Paragraph 1.01.A.3; and

WHEREAS, the OWNER 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 agreement between the parties is hereby amended as follows:

I. AMENDMENT TO PART 2 TERMS and CONDITIONS

Amend Paragraph 1 – All work described in the Scope of Work shall be completed within 256 calendar days from the Notice-to-Proceed for the fully executed contract AGREEMENT.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, \_\_, on the \_\_ day of \_\_, 2012, and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

B.L. Harbert International, LLC

Gary Savage, President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST: Minute Clerk

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

Jul-11-2013-477

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an agreement between Jefferson County, Alabama and Hach Company to provide ultraviolet absorbance/transmittance sensor preventative maintenance and repair services for the Cahaba River, Five Mile Creek, Valley Creek and Village Creek WWTPs for the period August 1, 2013 - July 31, 2016 in the amount of \$11,881.42 (\$3,844.00 for 1<sup>st</sup> year, \$3,959.32 for 2<sup>nd</sup> year and \$4,078.10 for 3<sup>rd</sup> year).

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

Jul-11-2013-478

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Schneider Electric to provide software support and upgrades for CitectSCADA software used to monitor and control wastewater treatment processes at multiple wastewater treatment facilities for a period of three years in the amount of \$16,185 for the first year and the annual increase not to exceed 5% for second and third year.

CONTRACT NO. CON000005182

CITECT SOFTWARE, UPGRADES, MAINTENANCE AND SUPPORT

THIS AGREEMENT entered into this 21<sup>st</sup> day of May 2013, by and between Jefferson County Alabama hereinafter called "the County", and Schneider Electric, hereinafter called the contractor", located at 30000 Mill Creek Avenue, Suite 300, Alpharetta, GA 30022. The effective date of this agreement shall be August 1, 2013.

WHEREAS, the County desires to contract for Citect Software, Upgrades, Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Environmental Services Department's request for CitectSCADA Gold and Bronze software support and upgrades. The contract and Schneider Electric's quote # 41526-13-23226 describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A (on file in the Minute Clerk's Office). Those two components constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on July 31, 2016.
4. COMPENSATION: \$16,185.00 1<sup>st</sup> year, annual increase not to exceed 5% for 2<sup>nd</sup> and 3<sup>rd</sup> year.
5. PAYMENT TERMS: Net 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.  
  
In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the 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.
7. 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.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. 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.

12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. 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.

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

14. **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.

15. **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.

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

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

19. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

Schneider Electric

Vanessa Collins, Authorized Signature

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

Knight, Brown, Bowman, Carrington and Stephens.

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Jul-11-2013-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Travelers Insurance Company has been denied. Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Jul-11-2013-480

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Johnny King has been denied. Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Jul-11-2013-481

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Brittney Otis is hereby denied. Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Jul-11-2013-482

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Elizabeth Richardson has been denied. Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Jul-11-2013-483

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Ira Chappel has been denied. Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Jul-11-2013-484

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Carneill Moore and Cyrondis Smith is hereby denied.

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

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Jul-11-2013-485

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to accept payment in the amount of \$1,34.17 in settlement of the county's claim against American Southern Insurance Company and the President of the County Commission is hereby authorized to execute a release in favor of American Southern Insurance Company in this matter on behalf of the County.

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

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Jul-11-2013-486

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing will be held on August 15, 2013, at the Regular Meeting of the County Commission at the Birmingham Courthouse for the purpose of considering a petition for annexation of property by the Mt. Olive Fire District. Be it further resolved that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

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REQUEST FOR CERTIFICATIONS

Probate Court

Administrative Assistant I - 2 positions

Court Clerk - 3 positions

Land Planning & Development Services

Zoning Inspector

General Services - Administration

Administrative Assistant II

Maintenance Repair Worker - 2 positions

Sr. Maintenance Repair Worker - 3 positions

Environmental Services - Administration/Line Maintenance

Communications Operator II

Motion was made by Commissioner Knight seconded by Commissioner Brown that Request for Certification be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
7/11/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PVC PIPE, ACCIDENT REPORTS, PARKING FEES, SUPPLIES	R&T: HIGHWAY MAINT-BESS	138.60	1900071270
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STARTER (BRIDGE), OIL FILTERS, DRILL BITS - KETONA	R&T: HIGHWAY MAINT-KETONA	144.65	1900071143
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, SCREWS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	215.22	1900071072
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, OIL, VACUMN CLEANER - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	215.87	1900071185
*DISTRICT 2					714.34	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE	BD OF EQUAL - BHAM STATE	92.00	1900071087
DISTRICT 3	1031349	PKF HOSPITALITY RESECH LLC	ANNUAL TRENDS 2013	BD OF EQUAL - BHAM STATE	375.00	1900071301
*DISTRICT 3					467.00	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	13EXER - TRAINING MATERIALS	EMA	105.40	1900071188
DISTRICT 4	1029516	MONIKA B PINKERTON	SR REIMBURSEMENT - MONIKA PINKERTON	EMA	4,000.00	1900071396
DISTRICT 4	1029621	KATHI TANNER	SR REIMBURSEMENT - KATHI TANNER	EMA	3,971.25	1900071397
DISTRICT 4	1030589	NELDA M CREEL	SR REIMBURSEMENT - NELDA M CREEL	EMA	3,750.00	1900071394
DISTRICT 4	1030731	ROBERT L WATSON	SR REIMBURSEMENT - ROBERT WATSON	EMA	4,000.00	1900071395
*DISTRICT 4					15,826.65	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2013 MANDATORY ANNUAL CLIENT SECURITY FUND-LAWSON	COUNTY ATTORNEY	25.00	1900071167
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;INVERTERMEDICAL SUPPLIES;	ES: FIVE MILE MAIN SHOP	491.23	1900071210
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LITHIUM BATTERIES	ES: INSTRUMENT SHOP	219 .80	1900071089
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2013 MANDATORY ANNUAL CLIENT SECURITY FUND-MCMILLA	COUNTY ATTORNEY	25.00	1900071168
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2013 MANDATORY ANNUAL CLIENT SECURITY FUND-SMITH	COUNTY ATTORNEY	25.00	1900071169

DISTRICT 5	1000193	JEFFERSON CO TREASURER	THERMOSTAT PRO 3000;	ES: INSTRUMENT SHOP	355.29	1900071211
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TAPE;CPLG;REDUCER;ELLBOW;CUTTER;BRUSH;DRIVER;	ES: INSTRUMENT SHOP	209.83	1900071212
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS,HOSE CLAMP,PVC ADAPTER,CHAIN,CHAIN HOOKS,	ES: PKAGE WWTP & PUMP STAT	317.46	1900071267
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDENER;PADLOCK;COUPLING;BEARINGS;	ES: FIVE MILE MAINTSHOP	482.51	1900071209
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPRESSOR, VALVES	ES: VILLAGE CREEK WWTP	253.89	1900071226
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TEMPLATE FOR PANELVIEW UPGRADE;	ES: INSTRUMENT SHOP	400.00	1900071083
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COPPER TUBING FOR NEW A/C IN ADMIN BLDG	ES: CAHABA RIVER WWTP	88.80	1900071272
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO INSTALL NEW A/C IN ADMIN BLDG	ES: CAHABA RIVER WWTP	150.34	1900071271
*DISTRICT 5					3,044.15	
**						20,052.14

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

Jul-11-2013-487

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

For Week of 06/18/13 - 06/24/13

- GENERAL SERVICES FROM GRUBER TECHNICAL INCORPORATED, PHOENIX, AZ, PURCHASE ORDER FOR UNINTERRUPTED POWER SUPPLY ANNUAL SERVICE MAINTENANCE FOR THE PERIOD OF 5/01/13 -4/30/14.  
SAP PURCHASE ORDER # 2000073558                      \$23,550.00      TOTAL                      REFERENCE BID # 76-13R
- ROADS AND TRANSPORTATION MAINTENANCE - BESSEMER FROM ERGON INCORPORATED, JACKSON, MS, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS THROUGH 9/30/13. SAP PURCHASE ORDER # 2000069700 CHANGE ORDER      \$20,000.00  
REFERENCE BID # 66-13                                      PURCHASE ORDER      \$70,000.00 TOTAL
- ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, LITTLE ROCK, AR, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR LIQUID ALUM ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069776  
CHANGE ORDER      \$ 2,000.00                      REFERENCE BID # 133-12                      PURCHASE ORDER \$10,000.00      TOTAL
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL PRODUCTS, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY FUEL INVOICES FOR THE REMAINDER OF FISCAL YEAR 2013. SAP PURCHASE ORDER # 2000070797      CHANGE ORDER      \$ 135,638.48  
REFERENCE BID # 110-10 PURCHASE ORDER \$2,724,365.47 TOTAL
- ENVIRONMENTAL SERVICES: SHADES LINES MAINTENANCE FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE TO COVER FREIGHT CHARGE.  
SAP PURCHASE ORDER # 2000072367                      CHANGE ORDER      \$ 75.00                      PURCHASE ORDER \$5,265.00 TOTAL

For Week of 06/25/13 - 07/01/13

- JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FOODSERVICE DISPOSABLE SUPPLIES ON AN AS WEDED BASIS FOR THE PERIOD OF 7/22/13 - 7/21/14. SCHEDULED TO RE-BID IN 2015. REFERENCE BID # 118-12
- ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM HACH COMPANY C/O AMERICAN SIGMA, LOVELAND, CO, TO PURCHASE UVAS SENSORS / FIELD SERVICE CALL. SAP PURCHASE ORDER # 2000071672  
\$11,881.42      TOTAL
- BULK STORES WAREHOUSE FROM AMERICAN OSMENT CHEMICALS, LAFAYETTE, LA, TO PURCHASE HAND DIAL SOAP. SAP PURCHASE ORDER # 2000073525                      \$5,112.00      TOTAL
- COOPER GREEN MERCY HEALTH SERVICES FROM UAB DEPARTMENT OF PATHOLOGY, BIRMINGHAM, AL, TO PAY FOR FORENSIC PATHOLOGY AS PART OF CONTINUUM OF THE EDUCATIONAL PROCESS.  
SAP PURCHASE ORDER # 2000073656                      \$56,121.00      TOTAL                      CLARITY CONTRACT # CON-00005079
- ENVIRONMENTAL SERVICES FROM ADI, ATLANTA, GA, TO PURCHASE MONITORING EQUIPMENT AND SUPPLIES.  
SAP PURCHASE ORDER # 2000073693                      \$7,186.30      TOTAL                      CLARITY CONTRACT # CON-00003353
- HUMAN RESOURCES DEPARTMENT FROM EDPM, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER PURCHASES FOR EMPLOYMENT PHYSICAL EXAMINATION AND SUBSTANCE ABUSE

- SERVICES. SAP PURCHASE ORDER # 2000060866 CHANGE ORDER \$10,000.00  
 CLARITY CONTRACT # CON-00002346 PURCHASE ORDER \$80,628.50 TOTAL
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TIRES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY CURRENT AND FUTURE PURCHASE.  
 SAP PURCHASE ORDER # 2000068288 CHANGE ORDER \$ 40,000.00  
 STATE OF ALABAMA CONTRACT # T106 PURCHASE ORDER \$185,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WEIL WRECKER SERVICE INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASING ORDER TO PAY CURRENT AND FUTURE INVOICES FOR THE REMAINDER OF FY2013. SAP PURCHASE ORDER # 20000668310  
 CHANGE ORDER \$ 6,000.00 REFERENCE BID # 190-11 PURCHASE ORDER \$19,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, WARRIOR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY CURRENT AND FUTURE PURCHASES FOR THE REMAINDER OF FY 2013. SAP PURCHASE ORDER # 2000068835  
 CHANGE ORDER \$ 6,000.00 PURCHASE ORDER \$14,400.00 TOTAL
10. COOPER GREEN MERCY HEALTH SERVICES - ADMINISTRATION FROM SHRED-IT, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MEDIA DESTRUCTION. SAP PURCHASE ORDER # 2000070026  
 CHANGE ORDER \$3,300.00 REFERENCE BID # 162-11 PURCHASE ORDER \$7,800.00 TOTAL
11. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ADAMSON FORD, DECATUR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY CURRENT AND FUTURE PURCHASES FOR THE REMAINDER OF FY 2013. SAP PURCHASE ORDER # 2000072899 CHANGE ORDER \$3,000.00  
 PURCHASE ORDER \$8,000.00 TOTAL
12. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THOMPSON TRACTOR, ATLANTA, GA, , CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY CURRENT AND FUTURE PURCHASES FOR THE REMAINDER OF FY 2013. SAP PURCHASE ORDER # 2000072904 CHANGE ORDER \$ 7,000.00  
 PURCHASE ORDER \$22,000.00 TOTAL
13. GENERAL SERVICES CRAFTS FROM PALMER & LAWRENCE INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FREIGHT CHARGES.  
 SAP PURCHASE ORDER # 2000073061 CHANGE ORDER \$ 270.00 PURCHASE ORDER \$5,260.00 TOTAL  
 Motion was made by Commissioner Knight seconded by Commissioner Brown that the Purchasing Report be approved. Voting "Aye"  
 Knight, Brown, Bowman, Carrington and Stephens.

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No items listed on Exceptions Report for the week of 6/18/13 - 6/24/13 or 6/25/13 - 7/1/13.

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Jul-11-2013-488

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 06/18/13 - 06/24/13 and 6/25/13 - 7/1/13, be and hereby is approved.

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

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STAFF DEVELOPMENT

Individual Staff Development

Revenue

Wesley Moore	\$1,242.15
Tax Audit	
Miamisburg, OH and Chattanooga, TN – July 14-19, 2013	

Revenue	
Wesley Moore	\$4,605.89
Tax Audit	
Seattle, WA – August 3-18, 2013	

Multiple Staff Development (2 participants)

Roads & Transportation	
Natalie Kornegary	\$125.00
Tracy Pate	\$125.00
Designing Effective Erosion & Sediment Control	
Plans for Highway Projects	
Pelham, AL – July 19, 2013	

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1.     Finance   \$21,330,000  
        Increase expenditures to record early redemption paid on March 1, 2013.
  
2.     Emergency Management Agency   \$70,000  
        Increase revenue and expenditures to record a reimbursement from Jefferson County Department of Health’s Citizens Readiness Initiative.

Other Budget Transactions

3.     Board of Registrars   \$7,430  
        Shift funds from other professional services to capital equipment and add purchasing memorandum to purchase a copier.

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

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Jul-11-2013-489

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and \_\_\_\_\_ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

<b>ENGINEERING AND LAND SURVEYING</b>	<b>AUBURN UNIVERSITY</b>
JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS	
NON-DISCLOSURE AND DATA LICENSE AGREEMENT	

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

- A)     The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.
  
- B)     The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."
  
- C)     The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of

any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Jefferson County Commission

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

Jul-11-2013-490

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance ("Bureau") has awarded a total of \$275,816.00 to the City of Birmingham and Jefferson County, Alabama through the Byrne Justice Assistance Grant Program for 2013; and

WHEREAS, the City's share of the 2013 Grant is \$180,000.00 and \$95,816.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office; and

WHEREAS, the Bureau requires that the 2013 Grant to the City and County be administered by one entity; and

WHEREAS, the parties desire that the City administer the 2013 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, this grant requires no matching funds.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County, Alabama does hereby accept grant funds in the amount of \$95,816.00 through the Byrne Justice Assistance Grant Program for 2013 and authorizes the President to execute an Interlocal Agreement with the City of Birmingham for administration of the grant.

GMS APPLICATION NUMBER 2013-H4740-AL-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
BIRMINGHAM, ALABAMA AND JEFFERSON COUNTY, ALABAMA  
FOR ADMINISTRATION OF 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) AWARD

This Interlocal Agreement is made and entered into effective as of the 30<sup>th</sup> day of June, 2013, by and between the JEFFERSON COUNTY, ALABAMA acting by and through its governing body, the County Commission, (hereinafter referred to as "COUNTY"), and the CITY of BIRMINGHAM, ALABAMA acting by and through its governing body, the City Council, (hereinafter referred to as "CITY").

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes the COUNTY and municipalities and public corporations therein to make the most efficient use of their respective powers by cooperating with each other on matters of common advantage to provide services and facilities in a manner that promotes the needs and development of Jefferson County in accord with area geographic, economic, population, and other considerations;

WHEREAS, the Act authorizes the CITY and COUNTY to enter agreements like this that contemplate joint or cooperative action;

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance (hereafter referred to as "Bureau") has awarded a total of \$275,816.00 to the CITY and COUNTY through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for 2013 ("2013 Grant");

WHEREAS, the CITY's share of the 2013 Grant is \$180,000.00, and \$95,816.00 of it is allocable to the COUNTY for use by the Jefferson County Sheriff's Office;

WHEREAS, pursuant to its guidelines, the proceeds of the 2013 Grant are to be allocated between the CITY and the COUNTY and are to be used in the manner set forth in this Agreement; and

WHEREAS, the CITY and the COUNTY agree that it is more efficient, practical, and best serves the public interest to select an administrator to interact with the Bureau on the 2013 Grant, enter into this Interlocal Agreement, and perform the responsibilities set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the CITY and the

COUNTY agree that it is in the best interests to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

#### Section 1 - Administration

The Police Chief for the CITY has selected Barbara Harris, as the CITY's administrator for the 2013 Justice Assistance Grant (hereafter the "Grant Administrator"). The CITY and the COUNTY agree that the Grant Administrator (or such other person as may be designated by the CITY's Police Chief) will serve as administrator to perform the following services related to the 2013 Grant.

1. The Grant Administrator will coordinate with the COUNTY to collect information, prepare, and submit materials to the Bureau for an area-wide application;
2. The Grant Administrator will monitor the progress of the application, and assist the County to respond to any requests for additional information or inquiries by the Bureau concerning the application; and
3. The CITY and COUNTY agree that the CITY, functioning through the Grant Administrator, will (b) receive, maintain, and serve as the fiscal manager of those funds; (b) distribute those funds as allocated in Section 3 below; and (c) coordinate with the COUNTY to collect appropriate information, prepare, and submit reports to the Bureau (including the Quarterly Progress Report described in Section 2) concerning performance of program activities, program assessment data and compliance with guidelines for use of the Grant funds.

#### Section 2 - Representations and Responsibilities of Parties

The CITY and COUNTY agree, warrant and represent as follows with respect to the 2013 Grant:

1. Upon reasonable request of the Grant Administrator, the COUNTY will furnish her sufficient information, reports and data as necessary to apply, monitor, prepare reports for the Bureau or otherwise administer that Grant;
2. The COUNTY will comply with all guidelines issued by the Bureau concerning its use (including, without limitation, using their respective allocations for the purposes specified herein);
3. If the Bureau requests an audit or financial examination concerning the use of funds, the COUNTY, upon reasonable notice, will furnish the Grant Administrator all its accounting records or other information indicating the timing, amount, purpose, and nature of the disbursement of funds;
4. To comply with Program Guidelines, the COUNTY must submit quarterly reports on the progress and impact of the 2013 Grant concerning the respective project(s) for which funds are used (herein the "Quarterly Progress Report"). To provide ample time for the Grant Administrator to prepare a consolidated report the COUNTY agrees that, within 10 days before the end of each calendar quarter, it will furnish the Grant Administrator its entity's Quarterly Report concerning the projects for which grant funds are used. The Quarterly Progress Report will contain the following information as it relates to a Party's respective project(s) and activities:
  - a. The total amount of funds received; b. The amount of funds expended or obligated to projects or activities; and c. A detailed list of all projects and activities for funds were expended or obligated, including the following:
    - i. the name of the project or activity;
    - ii. a description of the project or activity;
    - iii. an evaluation of the completion status of the project or activity;
    - iv. annual programmatic reports and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary;
    - v. for infrastructure investment made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
    - vi. If any sub-contracts or sub-grants awarded by the recipient, include detailed information and data elements required to comply with the Funding and Accountability and Transparency Act of 2006 (Public Law 109-282), to report award information on any first-tier sub-award totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier sub-recipients.

5. Each representative executing below acknowledges that (a) he and other appropriate signatory officials have read and understand its provisions, and (b) he is authorized to execute this instrument and bind his respective entity to perform the responsibilities and duties herein.

Each Party acknowledges that its failure to perform its obligations in this Section 2 or elsewhere in this Agreement could result in the Bureau directing that recipients of the 2013 Grant forfeit the award of funds otherwise payable.

#### Section 3 - Allocations of Grant and Uses of Award

If the 2013 Grant is awarded, the CITY and the COUNTY agree that the funds shall be allocated and used as follows:

The CITY will retain \$180,000.00 of the total award and, until September 30, 2015, use those funds for its Law Enforcement Program; and

The CITY will distribute \$95,816.00 of the total award to the COUNTY, which represents and agrees that it will use those funds for



the Jefferson County Sheriff's Office Law Enforcement Program.

Section 4 - Relationship of Parties

This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

Section 5 - No Third Party Beneficiaries

The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to the third party.

Section 6 - Entire Agreement

This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this agreement, the parties do not intend to create any other obligations, express or implied.

CITY OF BIRMINGHAM, ALABAMA

By: William A. Bell, Mayor

APPROVED AS TO FORM:

Asst. City Attorney

JEFFERSON COUNTY, ALABAMA

By: W. D. Carrington, President - Jefferson County Commission

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

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Jul-11-2013-491

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 Trussville to provide financial assistance in the amount of \$25,000 to the City of Trussville to provide financial assistance for the repair of damage caused by a break in a storm water pipe located in the right of way of Chalkville Mountain Road pending approval by parties.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
JEFFERSON COUNTY COMMISSION AND THE CITY OF TRUSSVILLE, ALABAMA  
REGARDING CHALKVILLE MOUNTAIN ROAD

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

WHEREAS, Jefferson County and the City of Trussville, a municipality located in Jefferson County, desire to enter into an agreement for the public purpose of providing financial assistance for the repair of damage caused by a break in a storm water pipe located in the Right of Way of Chalkville Mountain Road; and

WHEREAS, the City of Trussville is in need of financial assistance to complete the repair, and has asked the Jefferson County Commission to aid in the cost of the project; and

WHEREAS, THE County and the City of Trussville desire to cooperate with one another to effectuate the repair of the damage caused by a break in the storm water pipe; and

WHEREAS, the undersigned parties agree it is in their best interest to have a Memorandum of Understanding to share in the cost of repairing the damage caused by a break in the storm water pipe located in the right of way of Chalkville Mountain Road.

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

1. Jefferson County hereby agrees to provide financial assistance in the amount of \$25,000 to the City of Trussville, to help pay for a portion of the amount needed to repair the damage caused by a break in the storm water pipe located in the right of way of Chalkville Mountain Road.
2. The parties expressly agree that the County, by providing financial assistance, will not in any way constitute an admission, acceptance or indicia of control of Chalkville Mountain Road notwithstanding any course of dealing or performance to the contrary.
3. The County does not assume any risk, responsibility, liability or future liability for the work performed by the City of Trussville or its contractor to repair the damage caused by a break in the storm water pipe located in the right of way of Chalkville Mountain Road.

W.D. Carrington, President  
Jefferson County Commission

Eugene Melton, Mayor  
City of Trussville, Alabama

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

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Jul-11-2013-492

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is authorized to terminate participation in the Standby Generator Program Agreement between Jefferson County Commission and Alabama Power Company for the Central Laundry premises located on 120 County Shop Road, Birmingham, AL. Due to EPA modifications governing the operation of standby generators, there is no longer a benefit to Jefferson County for program participation for the Laundry location.

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

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Jul-11-2013-493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Commission is authorized to execute Amendment No. 2 to the Commercial Lease between Jefferson County Commission and Howard and Sophia Faulk, owners of Sophia's Deli. This amendment will assign the remainder of the lease to Mr. Rodney Summers at the time of closing of sale. Said lease agreement has an effective date of March 1, 2013, will continue as approved by the Jefferson County Commission on February 14, 2013, Minute Book 164, Pages 395-398. Lease agreement is for three (3) years with an option to renew for two (2) additional three (3) year terms with an automatic increase of 3% for the option terms

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

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Jul-11-2013-494

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for engineering services associated with the Rosedale Sidewalk Phase II Project (CDBG12-03L-M05-RS2). The fee for these services shall not exceed Thirty Five Thousand Two Hundred Fifty Five and 00/100 Dollars (\$35,255.00), and will be paid for in full with federal funds. This project is from the Program Year 2012 funds.

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

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Jul-11-2013-495

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #1 to the Jefferson County, Alabama HOME Investment Partnership Agreement with The Arbors at Ellington, Ltd. which was approved by Resolution dated September 11, 2012 and recorded in Minute Book 163 Page 534. The Amendment increases the amount of the private first mortgage to \$460,000.00 and adds \$100,000.00 in HOME Program funds to the Jefferson County loan amount. The Commission President is further authorized to sign all related loan documents required for the 40 units of Special Needs Rental Housing for the Elderly known as The Arbors at Ellington and located in the City of Pleasant Grove. This resolution also authorizes the Finance Department to issue a check

for closing to the closing attorney in the amount of \$710,000.00. Only federal funds are involved.

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

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Jul-11-2013-496

WHEREAS, Fortis Institute desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Fortis Institute for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-497

WHEREAS, Fortis Institute desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Fortis Institute for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-498

WHEREAS, New Horizons desires to provide occupational training in computer technology programs to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with New Horizons for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-499

WHEREAS, New Horizons desires to provide occupational training in computer technology programs to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with New Horizons for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-500

WHEREAS, Nursing Assistant Solutions desires to provide four occupational training programs leading to certification in healthcare fields to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Nursing Assistant Solutions for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-501

WHEREAS, Nursing Assistant Solutions desires to provide four occupational training programs leading to certification in healthcare fields to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Nursing Assistant Solutions for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-502

WHEREAS, ESD Truck Driving School desires to provide truck driving training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with ESD Truck Driving School for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-503

WHEREAS, ESD Truck Driving School desires to provide truck driving training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with ESD Truck Driving School for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-504

WHEREAS, Jeremiah's Hope desires to provide seven occupational training programs leading to certification in healthcare fields to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jeremiah's Hope for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-505

WHEREAS, Jeremiah's Hope desires to provide seven occupational training programs leading to certification in healthcare fields to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jeremiah's Hope for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-506

WHEREAS, Bevill State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Bevill State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

Jul-11-2013-507

WHEREAS, Bevill State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Bevill State Community College for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-508

WHEREAS, Diverse Community Network, Inc. desires to provide occupational training in the areas of health, computer technology, and office management to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Diverse Community Network, Inc. for Program Year 2013.

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

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Jul-11-2013-509

WHEREAS, Diverse Community Network, Inc. desires to provide occupational training in the areas of health, computer technology, and office management to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the

Workforce Investment Act Dislocated Worker ITA agreement with Diverse Community Network, Inc. for Program Year 2013.

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

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Jul-11-2013-510

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a WIA Supportive Services agreement with United Way of Central Alabama for \$981,328.00. The period of performance is July 1, 2013 through June 30, 2014.

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Jul-11-2013-511

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with Paxen Learning Corporation for Program Year 2013. The agreement provides for training 60 participants to receive GED's. The agreement is in the amount of \$219,878.68 and is for the period July 1, 2013 through June 30, 2014.

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

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Jul-11-2013-512

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Construction Education Foundation of Alabama for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-513

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Construction Education Foundation of Alabama for Program Year 2013. The effective period is July 1, 2013 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

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

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Jul-11-2013-514

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project for Program Year 2013. The agreement provides for training 60 participants in occupational

training. The agreement is in the amount of \$305,314.39 and is for the period July 1, 2013 through June 30, 2014.

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

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Jul-11-2013-515

WHEREAS, Advance Career Training Solutions desires to provide occupational training in computer applications and programs, networking, and web design to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Advance Career Training Solutions for Program Year 2013.

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

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Jul-11-2013-516

WHEREAS, Advance Career Training Solutions desires to provide occupational training in computer applications and programs, networking, and web design to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2013 through June 30, 2014.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Advance Career Training Solutions for Program Year 2013.

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

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Jul-11-2013-517

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Dynamic Educational System Inc. (DESI) for Program Year 2013. DESI will provide services to 40 youth to help them become self-sufficient( GED training). The agreement is in the amount of \$267,223.74 and is for the period July 1, 2013 through June 30, 2014.

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

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Communication was read from Roads & Transportation recommended the following;

1. Warrior River Water Authority to install 2,000' of 6" water main on Old Toadvine Road.

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

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Jul-11-2013-518

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Marilyn Rice - Mill Creek Meadows Subdivision for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Developer: Marilyn Rice - Mill Creek Meadows Subdivision\*\*

Project: Mill Creek Meadows

Improvements: 1" Wearing Surface

Completion Date: March 1, 2016

Deposit: \$33,974.17

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

\*\*NOTE: The original developer of this project was Mike Rice. Marilyn Rice received the development as part of a divorce settlement and shall now be the developer of record. The deposit is from the proceeds of a CD held by Mike Rice or Jefferson County at Synovius Bank originally held as surety from May, 2006.

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Marilyn Rice

9764 Trammel Road

Dora, AL

(205)288-1003 cell

(205)647-1222 home

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Marilyn Rice

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

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Jul-11-2013-519

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Grandview Drive cul-de-sac, 750 feet west of Foresdale Boulevard to remove and replace a collapsed corrugated metal storm drain beginning Tuesday, July 16<sup>th</sup> and expected to be completed and reopened Friday, July 19, 2013.

Temporary traffic control devices will be installed and maintained according to the Manual of Uniform Traffic Control Devices during the course of work.



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

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Jul-11-2013-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Alabama Department of Senior Services to provide grant funds for the local implementation of the State Health Insurance Assistance Program (SHIP) in the amount of \$83,578.

#### GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services for the local implementation of the State Health Insurance Assistance Program (SHIP) grant. It is understood that funding comes from the SHIP federal grant (CFDA # 93.779).

**PURPOSE:** The grantee will be part of Alabama's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters.

**TERM OF AGREEMENT:** The grant shall terminate not later than March 31, 2014 or anytime prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances as outlined in the attachments (on file in the Minute Clerk's Office).

**PAYMENT:** Funds for this Grant Agreement period shall not exceed \$83,578. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

#### REPORTING:

The grantee shall:

1. Enter all required SHIP activities into shipmates on a monthly basis and no later than the 10<sup>th</sup> day of the month following the end of the calendar month of service to which they apply.
2. Provide the SHIP Director information regarding upcoming events on a monthly basis and no later than the 10<sup>th</sup> day of the month prior to the event.
3. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
4. The data reported monthly must have supportive documentation for verification purposes. Documentation shall be retained for a period of three years as set forth and described in 45 C.F.R. Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
5. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21<sup>st</sup> of the month following the end of the program quarter. Reporting will be accurate and true. Reports will cover the funds and activities of this Grant Agreement only.

#### CONTINGENCY CLAUSE:

It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

#### AMENDMENTS:

No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Centers for Medicare and Medicaid Services. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

#### TERMINATION:

1. Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant.
2. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

#### NOT TO CONSTITUTE A DEBT OF THE STATE:

Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes

arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS:

At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant.

IMMIGRATION LAW COMPLIANCE:

Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

CONFIDENTIALITY:

Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this grant agreement.

ASSURANCES:

The Grantee hereby agrees to abide by the attached assurances.

The undersigned hereby accepts the 2013-2014 SHIP Basic Grant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

GRANTEE

Commissioner David Carrington

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

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

Jul-11-2013-521

WHEREAS, Jefferson County, through the Office of Senior Citizen Services has received a Statement of Grant Award (NGA) for the SenioRx Partnership for Medication Access from the Alabama Department of Senior Services for Fiscal Year 2012/2013; and

WHEREAS, this Statement of Grant Award is for the 4<sup>th</sup> Quarter allocation of funds in the amount of \$46,131.00.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Statement of Grant Award for 4<sup>th</sup> Quarter funding in the amount of \$46,131 from the Alabama Department of Senior Services for the SenioRx Partnership for Medication Access.

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

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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 Stephens seconded by Commissioner Brown to convene an Executive Session. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight..

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Monday, July 15, 2013 at 9:00 a.m. with 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

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 Knight seconded by Commissioner Brown to convene an Executive Session. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Thereupon the Commission Meeting was recessed.

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The Commission met in Work Session on July 15, 2013, and approved items to be considered at the reconvened July 11, 2013, Regular Commission Meeting:

- Commissioner Carrington, Administrative Services Committee - Item 1.

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The Commission Meeting was re-convened Monday, July 15, 2013 at 11.35 a.m. with 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

Jul-15-2013-522

#### RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS, the Plan of Adjustment filed by Jefferson County in its Chapter 9 bankruptcy proceeding anticipates the issuance of sewer revenue warrants for the purpose of refinancing the County's sanitary sewer system as provided in the bankruptcy plan; and

WHEREAS, the County requires the services of a qualified investment banking firm or firms to serve as senior managing underwriter for the sale of such sewer warrants; and

WHEREAS, on June 28, 2013, the Commission distributed a Request for Proposals for Underwriting Services to eight of the largest investment banking firms in the nation; and

WHEREAS, the Commission has received proposals from six of the eight firms to which the County sent the Request for Proposals; the County has also received three unsolicited responses from firms that desire to participate in the sale of the County's sewer revenue warrants in various capacities; and

WHEREAS, the County also requires the services of a qualified financial advisory firm to act as fiduciary advisor to the County for matters relating to the issuance of the proposed sewer revenue warrants, and has received materials describing the experience and credentials of the two largest public finance advisory firms in the nation; and

WHEREAS, counsel to the County has reviewed each of the responses received with the Commission.

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

1. Citigroup Global Markets, Inc. is hereby selected as the senior managing underwriter for the proposed sewer revenue warrants. The terms of its engagement shall be set out in a Warrant Purchase Agreement or other similar agreement to be approved by the Commission prior to the issuance of the County's sewer revenue warrants.
2. Public Resources Advisory Group is hereby designated as financial advisor to the County for the proposed sewer revenue warrants.

The terms of its engagement shall be set out in an engagement or similar agreement to be approved by the Commission at a subsequent meeting.

3. The Request for Proposals for underwriting services prohibited underwriter contact with any member of the Commission or a Commissioner's staff until award. As the underwriting team to be led by Citigroup has not been finalized, the Commission hereby extends the prohibition against underwriter (or their representative) contact with any member of the Commission or a Commissioner's staff for a period of twenty-one (21) days from the date of adoption of this Resolution, provided this restriction shall not apply to Citigroup.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened Tuesday, July 23, 2013, with 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

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 Stephens seconded by Commissioner Brown to convene an Executive Session. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on July 23, 2013, and approved items to be considered at the reconvened July 11, 2013, Regular Commission Meeting:

- Commissioner Carrington, Administrative Services Committee - Items 1 through 4.

The Commission Meeting was re-convened Tuesday, July 23, 2013, with 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

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Jul-23-2013-523

BE IT RESOLVED, by the Jefferson County Commission, Alabama, as follows:

1. Contingent upon a Memorandum of Understanding between the Jefferson County Commission and the Jefferson County Board of Education; and
2. Contingent upon an agreement with the State of Alabama Engineers and Jefferson County;
3. That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Safe Routes to School project with total funding by the Federal Highway Administration, which agreement is before this Commission.
4. That the agreement be executed in the name of the County, for and on behalf of the County, by its President.
5. That it be attested by the Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County Commission.

I, the undersigned qualified and acting Minutes Clerk of the Jefferson County Commission, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Council named therein, at a regular meeting of such Commission held on the 23<sup>rd</sup> day of July, 2013, and that such resolution is on file in the County Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 23<sup>rd</sup> day of July, 2013.

\_\_\_\_\_  
Minutes Clerk

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

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Jul-23-2013-524

#### RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

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

WHEREAS, as a result of further negotiations, the Commission has received and reviewed a Plan Support Agreement dated as of July 24, 2013 (the "Lehman Plan Support Agreement"), proposed to be entered into by and between the County and Lehman Brothers Special Financing Inc., a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that entry into the Lehman Plan Support Agreement is in the best interests of the County and will assist the County in its efforts to pursue confirmation of a plan of adjustment in the County's Chapter 9 bankruptcy case; and

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

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

1. The Lehman Plan Support Agreement is hereby approved. The President of the Commission is hereby authorized and directed to execute the Lehman Plan Support Agreement in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.
2. The President of the Commission is hereby authorized and directed to execute and direct counsel to file a revised version of the Plan of Adjustment and related Disclosure Statement incorporating the terms of the Lehman Plan Support Agreement and certain technical amendments to the versions of the Plan of Adjustment and related Disclosure Statement filed on June 30, 2013, and to take such steps as are necessary and appropriate to pursue confirmation of the revised Plan of Adjustment, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

#### PLAN SUPPORT AGREEMENT

THIS PLAN SUPPORT AGREEMENT DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT ANY CHAPTER 9 PLAN OR A SOLICITATION OF VOTES TO ACCEPT OR REJECT ANY CHAPTER 9 PLAN; ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED OR MADE UNTIL THE BANKRUPTCY COURT

#### APPROVES A DISCLOSURE STATEMENT RESPECTING A PLAN

This PLAN SUPPORT AGREEMENT (as it may be amended or supplemented from time to time in accordance with the terms hereof, this "Agreement"), dated as of July 24, 2013, is made and entered into by and between Jefferson County, Alabama (the "County"), on the one hand, and Lehman Brothers Special Financing Inc. ("LBSF"), on the other hand. Each of LBSF and the County are referred to herein as a "Party" and collectively as the "Parties."

#### RECITALS

WHEREAS, pursuant to a Trust Indenture, dated as of February 1, 1997 (as supplemented by eleven supplemental indentures through the date hereof, the "Indenture"), between the County and The Bank of New York Mellon, as indenture trustee and successor to AmSouth Bank of Alabama (in such capacity, the "Trustee"), the County issued approximately \$3.6 billion principal amount of warrants secured by the net revenues of the County's sewer system (the "Sewer Warrants");

WHEREAS, in connection with the issuance of certain series of the Sewer Warrants, the County and LBSF entered into that certain ISDA Master Agreement dated as of October 23, 2002 (as subsequently amended via an amendment dated as of September 14, 2006, and together with all schedules, annexes, and confirmations related thereto, the "Swap Agreement");

WHEREAS, on November 9, 2011, the County filed a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy 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, LBSF has filed a proof of claim (in duplicate) and an amended proof of claim (designated as claim numbers 878, 1148, and 1368) in the Bankruptcy Case against the County asserting rights to be paid various amounts arising from or in connection with the Swap Agreement, including (i) an asserted claim of \$1,002,754.42, which allegedly represents the net, total periodic payments that had accrued and were due to LBSF at the time of the termination of the Swap Agreement, plus interest thereon through the petition date for a total asserted claim of \$1,656,230.21 (the "Periodic Payment Claim"); (ii) an asserted claim of \$67,225,730.00, which allegedly represents the amount due and payable under and as a result of termination of the Swap Agreement, plus interest thereon through the petition date for a total asserted claim of \$100,561,405.06 (the "Termination Claim"); and (iii) other asserted unliquidated amounts purportedly due under the Swap Agreement or the Bankruptcy Code (collectively with the Periodic Payment Claim, the Termination Claim, and any and all other claims of LBSF, whatever the origin or nature, the "LBSF Claims");

WHEREAS, the County disputes LBSF's entitlements with respect to certain of the LBSF Claims (including with respect to the allowability, secured status, amount, and priority of such claims), and LBSF disputes the County's contentions and asserts that the LBSF Claims are valid and allowable in all respects;

WHEREAS, on October 18, 2012, LBSF commenced a declaratory relief action against the Trustee and the County styled as Lehman Brothers Special Financing Inc. v. The Bank of New York Mellon, as Indenture Trustee, and Jefferson County, Alabama (In re Jefferson County, Alabama), Adversary Proceeding No. 12-00149-TBB (Bankr. N.D. Ala.) (the "Lehman Adversary"), which Lehman Adversary remains pending;

WHEREAS, on June 30, 2013, the County filed a chapter 9 plan of adjustment (the "Current Plan") and accompanying disclosure statement (the "Current Disclosure Statement");

WHEREAS, counsel for LBSF has indicated that LBSF intends to object to approval of the Current Disclosure Statement and to confirmation of the Current Plan including, among other reasons, because the Current Plan purportedly does not properly classify or treat the Periodic Payment Claim;

WHEREAS, the Parties and their representatives have engaged in good faith, arms' length settlement discussions regarding a consensual resolution of disputes among them and, subject to the terms and conditions set forth herein, each Party has agreed to support and implement a restructuring transaction (a "Restructuring") in accordance with the terms and conditions described herein;

WHEREAS, the County previously in connection with the Sewer Warrants and claims related thereto entered into three other plan support agreements dated as of June 6, 2013, and a fourth other plan support agreement dated as of June 27, 2013 (collectively, the "Other Sewer PSAs");

WHEREAS, the Parties recognize that this Agreement is subject to and limited by the solicitation requirements of applicable bankruptcy law;

NOW, THEREFORE, in consideration of the foregoing and the promises, mutual covenants, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

#### AGREEMENT

##### Section 1. Restructuring and Plan Support.

(a) The County shall modify the Current Plan so that it is an Acceptable Plan. An "Acceptable Plan" means a chapter 9 plan of adjustment that:

(i) classifies the Periodic Payment Claim in a class that is separate from the class in which the Termination Claim and any other LBSF Claims are classified, and provides that the Periodic Payment Claim will be allowed on the effective date of the Acceptable Plan (the "Effective Date"); .

(ii) provides that LBSF will receive a cash recovery of \$1,250,000.00 on the Effective Date in full, final, and complete settlement, satisfaction, release, and exchange of the Periodic Payment Claim;

(iii) provides that the Termination Claim and any other LBSF Claims are not expected to receive any recovery on account of the subordinated status of such claims (for the avoidance of doubt, the treatment of Class 1-E in the Current Plan with respect to the Termination Claim and any other LBSF Claims constitutes appropriate treatment under this clause 1(a)(iii) and any similar treatment will render a plan an Acceptable Plan);

(iv) includes LBSF among the "Sewer Released Parties" that will give and receive broad releases under the plan;

(v) includes a requirement that, unless otherwise waived, the Effective Date shall occur on or before December 31, 2013;

and

(vi) in connection with the occurrence of the Effective Date, provides for the dismissal of the Lehman Adversary.

(b) LBSF shall (i) support confirmation of an Acceptable Plan; (ii) subject to Bankruptcy Code sections 1125 and 1126, timely vote all LBSF Claims that are entitled to vote on the plan to accept an Acceptable Plan and not change or withdraw (or cause to be changed or withdrawn) such vote except pursuant to Section 6.4; and (iii) subject to the occurrence of the Effective Date, provide a release of all Sewer Released Parties and receive a release from all Sewer Released Parties, in each case with respect to all "Sewer Released Claims" as such term is defined in an Acceptable Plan (which definition will be substantially similar to that set forth in Exhibit A hereto), in accordance with an Acceptable Plan. For the avoidance of doubt, such releases shall not release any rights of LBSF under this Agreement or an Acceptable Plan.

(c) This Agreement is not and shall not be deemed to be a solicitation of or votes for the acceptance or rejection of any chapter 9 plan for the purposes of Bankruptcy Code sections 1125 and 1126 or otherwise. There will be no solicitation of acceptances of LBSF or any other creditors with respect to an Acceptable Plan until such parties have received a disclosure statement, any supplements thereto, and related ballot, in each case as approved by the, Bankruptcy Court. Each Party further acknowledges that no securities of the County are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of the County.

#### Section 2. Litigation Standstill.

(a) LBSF and the County will seek to obtain a stay of the Lehman Adversary pending the Effective Date or termination of this Agreement, whichever is earlier.

(b) Each Party agrees that it shall (i) not commence any new litigation against any other Party or any party to the Other Sewer PSAs that is related to the County, the Bankruptcy Case, the Sewer Warrants (including any financing or other transactions entered into in connection therewith), or the Swap Agreement (in each case, whether pending before the Bankruptcy Court or before any other court), but excluding any litigation to enforce, interpret, or implement this Agreement, an Acceptable Plan, the Restructuring, or any document executed in connection therewith; and (ii) take no action inconsistent with the Restructuring contemplated by this Agreement and an Acceptable Plan.

#### Section 3. Representations and Covenants Regarding Claims.

(a) LBSF represents that as of the date of this Agreement, it has made no prior Transfer (as defined below), and has not entered into any other agreement to assign, sell, participate, grant, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interest in any LBSF Claims that are inconsistent with, or in violation of, the representations and warranties of LBSF herein, in violation of its obligations under this Agreement or that would adversely affect in any way LBSF's performance of its obligations under this Agreement at the time such obligations are required to be performed.

(b) LBSF covenants that, from the date hereof until the termination of this Agreement in accordance with Section 6 of this Agreement, it will not sell, pledge, hypothecate, or otherwise transfer, assign or dispose of any of its LBSF Claims, or grant any option, right to acquire, or voting, participation, or other interest therein to any person or entity (any such transfer, disposition, or grant, a "Transfer"), unless the transferee thereof agrees in writing to assume and be bound by this Agreement, agrees to assume the obligations of LBSF under this Agreement, and delivers such writing to each of the Parties within two (2) business days of the relevant Transfer (each such transferee becoming, upon a Transfer, a Party hereunder). Any attempt to Transfer any LBSF Claims or related rights or interests therein from the date hereof until the termination of this Agreement in accordance with Section 6 of this Agreement shall be deemed ineffective, including with regard to any right to accept or reject an Acceptable Plan or the Restructuring, and shall be deemed void ab initio.

#### Section 4. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations, warranties, and covenants (on a several basis, with respect to such Party only) to each of the other Parties, each of which are continuing representations, warranties, and covenants:

(a) Subject to Bankruptcy Code sections 1125 and 1126 (in the case of LBSF), this Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, and the actions to be taken by such Party, including in respect of the Restructuring contemplated by this Agreement, are within such Party's powers and have been duly authorized by all necessary action on its part.

The execution, delivery, and performance of this Agreement by such Party does not and shall not: (i) violate any law, rule, or regulation applicable to such Party or any of its subsidiaries, as applicable; (ii) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries, as applicable; or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries, as applicable, is a party.

(c) Subject to the provisions of Bankruptcy Code sections 1125 and 1126 (in the case of LBSF), and the approval by the County Commission (in the case of the County, which approval has been obtained as set forth below), the execution, delivery, and performance by such Party of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action

to, with or by, any Federal, state, or other governmental authority or regulatory body. The County represents that any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body that is required before the County Commission can execute, deliver, and perform this Agreement shall have been completed, received, or given, as the case may be, prior to the County's execution and delivery of this Agreement, and the County Commission has duly approved and authorized the execution, delivery, and performance of this Agreement by the County.

#### Section 5. Support Commitments.

In connection with the agreement of LBSF to support confirmation and consummation of an Acceptable Plan and consummation of the Restructuring, as long as this Agreement has not been terminated in accordance with Section 6, LBSF shall:

(a) not object to, challenge, or otherwise commence or participate in any proceeding opposing any of the terms of the Restructuring contemplated by this Agreement and an Acceptable Plan, including the treatment set forth in the Current Plan of Class 1-E with respect to the Termination Claim and any LBSF Claims other than the Periodic Payment Claim;

(b) not seek or support appointment of a trustee for the County under Bankruptcy Code section 926(a) or dismissal of the Bankruptcy Case;

(c) to the extent available, without any Party conceding its applicability or its inapplicability, not make or affirmatively reject any election for the application of Bankruptcy Code section 1111(b)(2) to any claims arising from or in connection with the Indenture or the Swap Agreement;

(d) not seek or support the reinstatement of control over the sewer system or sewer rate-setting in the receiver appointed by the Alabama state court or any other receiver; and

(e) take no action (directly or indirectly) that is inconsistent with this Agreement or an Acceptable Plan, or that would delay or otherwise impede approval of the disclosure statement for an Acceptable Plan or the expeditious confirmation and consummation of an Acceptable Plan or consummation of the Restructuring.

#### Section 6. Termination & Default.

##### 6.1. Events of Termination & Default.

(a) The County and LBSF may together terminate this Agreement by written agreement.

(b) If any governmental authority, including the Bankruptcy Court or any other regulatory authority or court of competent jurisdiction, enters any final, non-appealable ruling, or order enjoining the consummation of a material portion of the Restructuring, makes a final, non-appealable determination that, or issues a final, non-appealable judgment, order, decree, or ruling to the effect that this Agreement or any material provision of this Agreement or any related document is illegal, invalid, or unenforceable, or enters a final, non-appealable judgment, order, decree, or ruling denying confirmation of an Acceptable Plan, then LBSF or the County may terminate this Agreement by written notice to each other Party.

(c) If LBSF materially breaches this Agreement and does not remedy such breach within fifteen (15) calendar days of receiving written notice thereof from the County, then, subject to such Party's rights under Section 6.2(a), the County may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(d) If the County materially breaches this Agreement and does not remedy such breach within fifteen (15) calendar days of receiving written notice thereof or within such other period that may be specified elsewhere in this Section 6.1 in the case of any other specified material breach by the County, then LBSF may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(e) If the County withdraws, files a motion or pleading to withdraw, or publicly announces its intention not to pursue, an Acceptable Plan, or proposes or files a motion with the Bankruptcy Court seeking approval of a plan that is not an Acceptable Plan, or the County modifies an Acceptable Plan such that it is no longer an Acceptable Plan and does not remedy or rescind such action within ten (10) calendar days of receiving written notice thereof, then LBSF may terminate this Agreement by giving a second written notice to each other Party within fifteen (15) calendar days of the first written notice.

(f) If the County files any motion, pleading, and/or disclosure statement that, in the reasonable judgment of LBSF, is materially inconsistent with an Acceptable Plan or adversely affects a right, obligation, or interest of LBSF under this Agreement or an Acceptable Plan and does not remedy or rescind such action within fifteen (15) calendar days of receiving written notice thereof from LBSF, then LBSF may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(g) If LBSF files any motion or pleading that, in the reasonable judgment of the County, is materially inconsistent with an Acceptable Plan or adversely affects a right, obligation, or interest of the County under this Agreement or an Acceptable Plan, and does not remedy or rescind such action within fifteen (15) calendar days of receiving written notice thereof from the County, then the County may terminate this Agreement by giving a second written notice to each other Party within twenty (20) calendar days of the first written notice.

(h) If (i) the Bankruptcy Case is dismissed or (ii) control over the sewer system or sewer rate-setting is reinstated in the receiver appointed by the Alabama state court or any other receiver, then the County or LBSF may terminate this Agreement by giving written notice



to each other Party at any time thereafter.

(i) If any of the Other Sewer PSAs shall have been terminated or is no longer in full force and effect, then the County or LBSF may by written notice to each other Party terminate this Agreement at any time thereafter.

(j) If any condition precedent to confirmation or the Effective Date of an Acceptable Plan is not satisfied, then the County or LBSF may give written notice of such failure of condition to each other Party and may terminate this Agreement by giving a second written notice to each other Party after the expiration of ten (10) calendar days after such first written notice unless, before the expiration of such ten (10) calendar days, the condition is satisfied or, if waiveable, has been waived in accordance with the terms of such Acceptable Plan.

(k) If not previously terminated in accordance with the provisions hereof, this Agreement shall terminate automatically without further required action or notice upon the Effective Date of an Acceptable Plan.

Each of the foregoing events set forth in subsections (a) through (k) entitling a Party or Parties to terminate or amend this Agreement, as applicable, shall constitute a "Trigger Event."

#### 6.2. Trigger Event Notices.

(a) Each Party receiving a notice asserting that a Trigger Event has occurred may challenge the accuracy or validity of such notice by commencing a proceeding in Bankruptcy Court within seven (7) calendar days of receiving such notice. All Parties consent to an expedited hearing of any such proceeding. For the avoidance of doubt, this Section 6.2(a) shall only apply to Sections 6.1(b)-(g) and (j), and a Trigger Event under all other clauses of Section 6.1 will result in termination of this Agreement in accordance with the express terms of the Trigger Event.

(b) The failure of one or more Parties to give a second notice required under Section 6.1 within the time specified for giving such notice (solely to the extent applicable) shall constitute a waiver of the right of such Party or Parties to terminate this Agreement based on the event specified in the first notice (but shall not constitute a waiver with respect to any future new event). Such a potential waiver shall apply only to Trigger Events in Sections 6.1 (c)-(g) and (j), and not the other Trigger Events in Section 6.1.

(c) Each Party hereby waives any requirement under Bankruptcy Code sections 362 or 922 to lift the automatic stays thereunder for purposes of providing a first or second notice of a Trigger Event or termination of this Agreement (and agrees not to object to any non-breaching Party seeking, if necessary, to lift such automatic stays in connection with the provision of any such notice) or commencing a proceeding in the Bankruptcy Court with respect thereto; provided, however, that nothing in this Section 6.2(c) shall prejudice any Party's rights to argue that the notice of a Trigger Event or termination of this Agreement was not proper under the terms of this Agreement.

#### 6.3. Benefits of Termination.

The foregoing Trigger Events are intended solely for the benefit of the specified Parties; provided, however, that no Party may terminate this Agreement based upon a breach or a failure of a condition (if any) in this Agreement arising solely out of its own actions or omissions. Other than as contemplated in Section 6.2(b), a Trigger Event may be waived only by the Party for whose benefit such a Trigger Event exists.

#### 6.4. Effect of Termination.

Upon termination of this Agreement in accordance with Section 6.1, the obligations and agreements of each Party under this Agreement shall terminate and be of no further force and effect other than those obligations and agreements that expressly survive the termination of this Agreement as set forth in Section 7.12; provided, however, that any claim for breach of this Agreement shall survive termination and all rights and remedies with respect to such breach shall be neither waived nor prejudiced in any way by any such termination. Upon termination of this Agreement in accordance with Section 6.1 (other than a termination under Section 6.1(k)), any and all ballots with respect to an Acceptable Plan delivered by LBSF prior to such date of termination shall be immediately withdrawn, and such ballots shall be deemed to be null and void for all purposes and shall not be considered or otherwise used in any manner.

### Section 7. Miscellaneous Terms.

#### 7.1. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, and their respective successors, assigns, and representatives, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

#### 7.2. Effectiveness of Agreement; Savings Clause.

This Agreement shall become effective once (i) duly executed by the County after being duly approved by the County Commission and (ii) duly executed by LBSF. Notwithstanding the foregoing, the treatment under an Acceptable Plan shall become effective only on the Effective Date. If any provision hereof is construed to constitute an agreement to take any step or action that would violate any provision of applicable bankruptcy law or any other applicable law, such provision shall be deemed stricken herefrom and of no force and effect without liability to any of the Parties and without constituting a Trigger Event except as provided in Section 6.1(b), and shall not affect the validity, legality, or enforceability of any other provision of this Agreement unless the deletion of such provision results in the Plan no longer being an Acceptable Plan.

#### 7.3. Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

7.4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, WITHOUT REGARD TO THE "CHOICE OF LAW" PRINCIPLES OF THAT OR ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees that any dispute with respect to this Agreement shall be resolved by the Bankruptcy Court, which shall have non-exclusive jurisdiction and power to enforce the terms of this Agreement. Each of the Parties irrevocably consents to service of process by mail at the addresses listed for such Party in Section 7.11 hereof. Each of the Parties agrees that its submission to jurisdiction and consent to service of process by mail is made for the sole and express benefit of each of the other Parties to this Agreement.

7.5. Complete Agreement; Interpretation; Amendment, Modification and Waiver.

(a) This Agreement, together with all exhibits and schedules attached hereto, constitutes the complete agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Parties with respect to the subject matter hereof.

(b) This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.

(c) This Agreement may not be modified, amended, or supplemented except in a writing signed by the County and LBSF.

(d) Other than waivers contemplated by Section 6.2(b), no waiver of any provision of this Agreement or any default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be valid unless that waiver is made in a writing signed by the Party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any manner any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant.

7.6. Specific Performance.

This Agreement is intended as a binding commitment enforceable in accordance with its terms. Each Party acknowledges and agrees that the exact nature and extent of damages resulting from a breach of this Agreement are uncertain at the time of entering into this Agreement and that any such breach of this Agreement would result in damages that would be difficult to determine with certainty. It is understood and agreed that any non-breaching Party shall be entitled to seek specific performance, mandamus, and injunctive relief as its sole remedies for any such breach, and each Party further agrees to waive, and to cause each of their representatives to waive, any requirement for the securing or posting of any bond in connection with requesting such remedy. Such remedies shall be the exclusive remedies for the breach of this Agreement by any Party.

7.7. Execution of the Agreement.

This Agreement may be executed and delivered (by facsimile, PDF, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Delivery of an executed signature page of this Agreement by telecopier or email shall be as effective as delivery of a manually executed signature page of this Agreement. Each Party represents that each individual executing this Agreement on behalf of such Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party.

7.8. Independent Due Diligence and Decision-Making.

Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospects of the County.

7.9. Settlement Discussions.

This Agreement and the Restructuring are part of a proposed settlement of claims and disputes among the Parties and are the product of good faith, arm's length negotiations among the Parties and their respective representatives. Nothing herein shall be deemed an admission of any kind and no act or agreement in furtherance of the provisions hereof shall be construed in any way as an admission of fault, wrongdoing, or liability on the part of any Party; provided, however, that, consistent with the final two sentences of this Section 7.9, this Agreement may be admitted for the purposes identified therein. If the transactions contemplated herein are not consummated, or following the termination of this Agreement as set forth herein, if applicable, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights other than as set forth in the final two sentences of this Section 7.9. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce or interpret the terms of this Agreement. Subject to any otherwise applicable rules in the Federal Rules of Evidence (other than Federal Rule of Evidence 408), this Agreement may be admitted into evidence in any proceeding arising as a result of or in connection with a Party's breach of this Agreement.

or in which breach of this Agreement is alleged as a relevant fact.

7.10. Successors and Assigns; Severability.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.11. Notices.

All notices hereunder (including any termination notice), shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier, or by registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at such other addresses or telecopier numbers as shall be specified by like notice):

If to the County: Jefferson County, Alabama  
Attn: County Manager  
Room 251, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203  
Facsimile: (205) 731-2879

-and-

Jefferson County, Alabama  
Attn: County Attorney  
Room 280, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203  
Facsimile: (205) 325-5840

-and-

Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Attn: J. Patrick Darby, Esq.  
Facsimile: (205) 521-8500  
Email: pdarby(a)babco.com

-and-

Klee, Tuchin, Bogdanoff & Stern LLP  
1999 Avenue of the Stars, 39th Floor  
Los Angeles, California 90067  
Attn: Kenneth N. Klee, Esq.; Lee R. Bogdanoff, Esq.; Whitman L. Holt, Esq.  
Facsimile: (310) 407-9090  
E-mail: kklee@ktbslaw.com; lbogdanoff@ktbslaw.com; wholt@ktbslaw.com

If to LBSF:

Lehman Brothers Holdings Inc.  
1271 Avenue of the Americas, 40th Floor New York, NY 10020  
Attention: Derivatives Legal  
Facsimile No.: (646) 285-9701  
With mandatory copy to: core cap mo\_mailbox@lehmanholdings.com

-and-

Christian & Small LLP  
505 20th Street North, Suite 1800  
Birmingham, Alabama 35203  
Attn: James C. Huckaby, Jr., Esq.; Bradley R. Hightower, Esq.  
Facsimile: (205) 328-7234  
E-mail: JCHuckaby@csattomeys.com; BRHightower@csattomeys.com

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by telecopier shall be effective upon oral or machine confirmation of transmission. Any notice given by electronic mail shall be effective upon oral or machine confirmation of receipt. For the avoidance of doubt, any references in this Agreement to a "notice" shall mean a written notice sent in accordance with this Section 7.11.

7.12. Survival.

Notwithstanding any termination of this Agreement pursuant to Section 6.1 hereof, the agreements and obligations of the Parties in Sections 6.3, 6.4, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.8, 7.9, 7.10, 7.11, 7.13, and this Section 7.12 shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

7.13. Use of "Including".

Whenever this Agreement uses the word "including," such reference shall be deemed to mean "including, without limitation,".

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

LEHMAN BROTHERS SPECIAL FINANCING INC.

By: \_\_\_\_\_ Its: \_\_\_\_\_

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

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS, in response to examinations opened in June, 2011 by the Internal Revenue Service of the County's Sewer Revenue Refunding Warrants, Series 2003-B and 2003-C, which examinations were expanded to cover all of the County's outstanding sewer warrants, the County has negotiated a Closing Agreement On Final Determination Covering Specific Matters, a copy of which is attached to the minutes of this meeting (the "IRS Closing Agreement"), that is proposed to be executed by the County and the IRS to resolve issues relating to the tax-exempt status of interest on all of the County's outstanding sewer warrants; and

WHEREAS, the IRS Closing Agreement requires the payment of a settlement amount of \$4,500,000 to the IRS, which payment is to be made from accumulated revenues of the sewer system that would otherwise be transferred to the indenture trustee for the County's sewer warrants for payment to creditors;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the IRS Closing Agreement is hereby approved. The President of the Commission is hereby authorized and directed to execute the IRS Closing Agreement in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

CLOSING AGREEMENT ON FINAL DETERMINATION COVERING SPECIFIC MATTERS

Under section 7121 of the Internal Revenue Code of 1986, as amended (the "Code"), JEFFERSON COUNTY, ALABAMA, EIN 63-6001579 (the "Issuer"), and the COMMISSIONER OF INTERNAL REVENUE (the "Service"), make this closing agreement (the "Agreement").

WHEREAS, the parties have determined the following facts and made the following legal conclusions and representations:

- A. This Agreement is in settlement of issues related to an examination of the warrants identified in Exhibit A (the "Sewer Warrants"), which were issued by the Issuer on various dates identified in Exhibit A to finance its sanitary sewer system (the "Sewer System").
- B. On November 9, 2011, the Issuer filed for adjustment of its debts under Chapter 9 of the Federal Bankruptcy Code. As of the date of this Agreement, no adjustment plan has been confirmed by the bankruptcy court.
- C. The Service has conducted an examination of the Sewer Warrants and concluded that the Sewer Warrants may violate the requirements of section 103 of the Code.
- D. The Issuer disagrees with this conclusion and believes that there are good and valid defenses to any possible claim that might be asserted that the Sewer Warrants have violated the requirements of section 103 of the Code.
- E. The Issuer intends to restructure the indebtedness evidenced by the Sewer Warrants through its Chapter 9 adjustment plan. The restructuring could be through a debt exchange or a refinancing (either of which will constitute the "Adjusted Debt" for purposes of this Agreement). The Issuer represents that the Adjusted Debt will not be issued until its adjustment plan is confirmed by the bankruptcy court.
- F. The Issuer represents that the Sewer Warrants will be outstanding no more than 30 days after issuance of the Adjusted Debt pursuant to a confirmed adjustment plan. A final and conclusive resolution of tax issues related to the Sewer Warrants and, by extension, the potential impact of such tax issues with respect to the Adjusted Debt is essential to facilitate a successful implementation of a Chapter 9 debt adjustment plan.
- G. The Issuer represents that, for purposes of computing yield on the Adjusted Debt, the Issuer will not make any adjustment for: (i) the forgiveness or discharge of, in whole or in part, the Issuer's obligation to make various payments with respect to the Sewer Warrants, including integrated swaps, liquidity facilities or credit enhancement with respect to the Sewer Warrants; and (ii) the early termination of integrated swaps, or "super-integrated swaps", with respect to the Sewer Warrants and any payments made, or forgiven or
- H. The Service has not formally asserted any claims against the Issuer, or sought to tax any holders of the Sewer Warrants on interest income on the Sewer Warrants.
- I. The Issuer and the Service desire to resolve all issues raised during the examination of the Sewer Warrants and resulting in the possible violations described in paragraph C.
- J. The terms of this Agreement were arrived at by negotiation between the Issuer and the Service, and may differ from the terms of settlement of other bond issues examined or to be examined by the Service.

NOW, IT IS HEREBY DETERMINED AND AGREED PURSUANT TO THIS CLOSING AGREEMENT EXECUTED BY THE PARTIES HERETO UNDER CODE SECTION 7121, THAT FOR FEDERAL INCOME TAX PURPOSES:

- 1. Prior to the execution and delivery of this Agreement, the Issuer shall cause to be electronically paid the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the "Settlement Amount") to the Service via the Electronic Federal Tax Payment System and in accordance with the directions contained in Exhibits B-? of this Agreement. Payment of the Settlement Amount shall not be made from

proceeds of an issue of bonds described in section 103(a) of the Code.

2. The Settlement Amount paid by the Issuer pursuant to this Agreement is not refundable, or subject to credit or offset under any circumstance.

3. This Agreement is executed with respect to the taxability of interest paid on the Sewer Warrants.

4. Interest paid on the Sewer Warrants from the date of issuance to the earlier of the date the Sewer Warrants are retired or June 30, 2015 is excludable from gross income under section 103 of the Code.

5. This Agreement finally and conclusively resolves the tax issues identified in paragraph C with respect to the Sewer Warrants.

6. This Agreement does not prohibit refunding of the Sewer Warrants on a tax-exempt basis. As such, in the event the Sewer Warrants are refunded on a tax-exempt basis through the issuance of the Adjusted Debt, the Adjusted Debt will be subject to all federal tax requirements under section 103 of the Code and the regulations thereunder.

7. This Agreement may not be cited or relied upon by any person or entity whatsoever as precedent in the disposition of any other case.

8. This Agreement is final and conclusive, except that:

a) The matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of a material fact;

b) It is subject to sections of the Code that expressly provide that effect be given to their provisions (including any stated exceptions for section 7122) notwithstanding any other law or rule of law; and

c) If it relates to a tax period ending after the effective date of this agreement, it is subject to any law enacted after the Agreement date that applies to that tax period. (Exhibits on file in the Minute Clerk's Office)

By signing, the above parties certify that they have read and agreed to the terms of this Agreement.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

COMMISSIONER OF INTERNAL REVENUE:

BY: \_\_\_\_\_

DIRECTOR, TAX EXEMPT BONDS

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

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Jul-23-2013-526

#### RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

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

WHEREAS, the Commission preliminarily approved a Financing Plan on June 4, 2013 relating to the refunding sewer warrants proposed to be issued by the County to implement the terms of the Plan of Adjustment; and

WHEREAS, the Amended Financing Plan, a copy of which is attached to the minutes of this meeting, incorporates adjustments to the County's sewer rates and revenue projections resulting substantially from lower than expected revenues, changing consumption patterns and unseasonably wet and cold weather during the first six months of 2013;

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

1. The Amended Financing Plan is hereby preliminarily approved.

2. The President of the Commission is hereby authorized and directed to execute and direct counsel to file a revised version of the Plan of Adjustment and related Disclosure Statement incorporating the terms of the Amended Financing Plan and certain technical amendments to the versions of the Plan of Adjustment and related Disclosure Statement filed on June 30, 2013, and to take such steps as are necessary and appropriate to pursue confirmation of the revised Plan of Adjustment, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

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

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, July 25, 2013.

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President

ATTEST

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Minute Clerk